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SPACE LAW AND RELATED DOCUMENTS

INTERNATIONAL SPACE LAW DOCUMENTS
U.S. SPACE LAW DOCUMENTS

PREPARED AT THE REQUEST OF

HON. ERNEST F. HOLLINGS, *Chairman*

COMMITTEE ON COMMERCE, SCIENCE, AND TRANSPORTATION

UNITED STATES SENATE

JUNE 1990

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LETTER OF TRANSMITTAL

U.S. SENATE,
COMMITTEE ON COMMERCE, SCIENCE, AND TRANSPORTATION,
Washington, DC, February 6, 1990.

DEAR COLLEAGUE: In 1978, the Senate Commerce Committee issued two Committee Prints concerning space law matters. One of these prints was entitled "Space Law: Selected Basic Documents" and contained a selection of basic documents that govern international space law. The other print was entitled "National Aeronautics and Space Act of 1958, As Amended, and Related Legislation" and contained a compendium of laws relevant to the activities of NASA. Both of these documents were reference documents that were meant to assist the Congress, the Executive Branch, the legal, scientific and technical community and the general public.

Since 1978, these documents have not been updated despite the fact that several new laws pertaining to space activities have been enacted, the Space Act has been further amended, and the list of signators of the major treaties and international agreements has changed. In light of the current interest in space law matters, the Committee on Commerce, Science, and Transportation and the Subcommittee on Science, Technology and Space are pleased to submit updated versions of both of these documents for release as a Committee Print.

We hope this update by the Congressional Research Service furthers public knowledge of these issues and serves as a valuable reference document.

Sincerely,

ERNEST F. HOLLINGS,
Chairman.

LETTER OF SUBMITTAL

THE LIBRARY OF CONGRESS,
CONGRESSIONAL RESEARCH SERVICE,
Washington, DC, May 19, 1989.

Hon. ERNEST F. HOLLINGS,
Chairman, Committee on Commerce, Science, and Transportation,
United States Senate, Washington, DC.

DEAR MR. CHAIRMAN: We are pleased to submit the attached compendium of space law documents which you requested as an update to your committee's 1978 print on *Space Law—Selected Basic Documents—Second Edition.*

This new reference consists of two parts: Part 1 on international space law, and Part 2 on domestic space law. Eilene Galloway, a former Senior Specialist here at CRS and a former Special Consultant to the Senate Aeronautical and Space Sciences Committee, prepared an introduction to these volumes that sets the context within which space law has developed over the years. Mrs. Galloway is an honorary director of the International Institute of Space Law and has been an integral part of the formulation of domestic and international space law since the very beginning of the Space Age.

The documents were compiled and organized by George Havas while on detail to the Science Policy Research Division of CRS from his usual duties in the Library's Science and Technology Division. Karl Rohrer, a Presidential Management Intern working with CRS, assisted in getting the material ready for final transmittal to you. Marcia S. Smith, Specialist in Aerospace Policy, was the overall project coordinator.

We hope these documents prove useful to you in your continued oversight of U.S. space programs and policies.

Sincerely,

JOSEPH E. ROSS,
Director.

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PART 1

INTERNATIONAL SPACE LAW DOCUMENTS

INTRODUCTION *

Space law is national and international and covers both areas and functions. The areas in which permitted and prohibited activities are defined are outer space, the Moon and other celestial bodies and (for certain related matters) air, land, and sea. The functions performed in this fourth environment are concerned with the variety of uses and the exploration of outer space. The pattern that his developed is similar to that of a nation, or other political entity, which has laws governing jurisdiction over its geographic area while functions performed within this area are regulated according to the specific requirements of each activity for operational success. Space law is an abbreviated term used to describe rules and regulations formulated to deal with legal problems arising from the exploration and uses of outer space.

Sources of space law include treaties, bilateral agreements, customary international law, and national laws providing for the orderly regulation of national space activities as well as related national legislation. In addition, some international space organizations are based on legal instruments and implementing regulations while others have expanded their legal measures to deal with specific functions such as communications and meteorology.

The need for space law was identified even before the first satellite was launched into orbit in 1957, and thereafter the task of formulation was immediately undertaken by governments and the United Nations. The unique characteristics of outer space had to be taken into consideration. It was evident that satellites could be used for peace or war and policymakers were strongly motivated to avoid potential conflicts and preserve this new environment for peaceful purposes. This objective was made easier because the first satellites were developed during the International Geophysical Year (July 1, 1957 to December 31, 1958), a period of outstanding scientific cooperation among 67 nations. Success in developing uses of benefit to mankind depended upon adjusting to scientific and technical facts. Space objects demonstrated their worldwide scope in orbiting the Earth over national boundary lines in 90 minutes or less. It was recognized that all space vehicles require communications systems to beam information to and from the Earth, and that the limited radio spectrum must be allocated efficiently and equitably. An international network of tracking stations was necessary to monitor orbiting satellites. Demands must be met for ensuring safety, health and the avoidance of contaminating the Earth, outer space, and celestial bodies. Some missions, particularly those de-

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* By Eilene Galloway, Honorary Director, International Institute of Space Law of the International Astronautical Federation. Mrs. Galloway formerly served as a Senior Specialist in International Relations (National Security) for the Congressional Research Service, Library of Congress, and is also a former Special Consultant to the Senate Committee on Aeronautical and Space Sciences.

signed for deep space exploration, can be accomplished only when launched at specific times. Widespread use of space technology was foreseen, resulting in the expansion of some institutions to improve functions for which they were already responsible, e.g., the International Telecommunication Union and the World Meteorological Organization; others required the creation of new institutions such as the Communications Satellite Corporation, the International Telecommunications Satellite Organization and the European Space Agency. All the elements necessary for using outer space effectively pointed to the conclusion that some forms of regulation are essential, that law must be based upon a fundamental knowledge of scientific and technological facts, and that certain guiding principles could be formulated by treaties while others could be achieved by national laws.

The National Aeronautics and Space Act of July 29, 1958 established U.S. space policies which combines national and international objectives. In passing this space law, the Congress took a total view of United States space activities, military and civilian. While separating the two and providing for their cooperation, other agencies of the Federal Government were also required to cooperate, and the United States was charged to preserve its role as a leader in peaceful space activities. The main international objective was "Cooperation by the United States with other nations and groups of nations in work done pursuant to this Act and in the peaceful application of the results thereof," and section 205 authorized NASA to engage in a program of international cooperation.

The division of space activities between the Department of Defense and NASA, as well as other civilian agencies, created a problem of coordination which the NASA Act solved by establishing the National Aeronautics and Space Council with the President, and subsequently the Vice President, as Chairman. The Council was composed of representatives from key departments with national and international space programs, including particularly the Department of State with its pace responsibilities in the United Nations and elsewhere in the world. One of the measures designed to assist the coordinating process was the requirement that the President send to the Congress an annual report including "a comprehensive description of the programmed activities and the accomplishments of all agencies of the United States in the field of aeronautics and space activities . . . and an evaluation of such activities and accomplishments in terms of the attainment of, or the failure to attain, the objectives . . . of this Act." This provision ensured an official factual document useful to executive and legislative personnel.

The repeal of the National Aeronautics and Space Council in 1973 destroyed the pattern of coordination originally established by the NASA Act. Although the President's annual report on all agencies was eliminated from the NASA Act in 1971, the report continued to be published, but did not consistently include the comprehensive information initially deemed necessary for data on total U.S. space activities and was noticeably incomplete in describing international space activities of all agencies. Although the Council was abolished, its coordinating function could not be eliminated and was taken over by inter-agency groups which proved inadequate as a method for integrating all parts involved in the whole program. By 1989, this experience led to the establishment of the National Space Council.

On the international level, the United States has advanced cooperation by means of bilateral and multilateral space agreements. More than 1,000 scientific and technical agreements have been concluded between NASA and some 100 countries and international organizations. Other agencies have necessarily engaged in cooperative activities, particularly those concerned with communications and meteorology.

The United States has played a leading role in the formulation of space treaties in the United Nations. The U.N. Committee on the Peaceful Uses of Outer Space, now composed of representatives from 53 nations, has two subcommittees: the Scientific and Technical Subcommittee and the Legal Subcommittee. Their decisions, made by consensus and without voting, have resulted in five treaties whose texts appear in this document. It should be noted that whether they are entitled treaty, convention or agreement, they have the status of treaties that must be submitted to the Senate for its advice and consent to ratification.

Major policy decisions which constitute the foundation for all U.N.-negotiated proposals are provided by the 1967 Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies. If advances in space science and technology create new problems not sufficiently covered by the 1967 Treaty on Outer Space, then to the extent they are legal, the situation is met by elaborating in more detail the relevant provisions of the 1967 document. The United States and the U.S.S.R. are among the parties to the first four space treaties, but not the Moon Agreement which has posed some unusual issues as compared to earlier proposals.

The main guidelines of the 1967 Treaty on Outer Space are that exploration and use of outer space, including the Moon and other celestial bodies, shall be carried out for the benefit of all countries without discrimination and all States are to enjoy free access to celestial bodies. To ward off what could be foreseen as an era of potential conflict, Article II of the Treaty provides that "Outer space, including the Moon and other celestial bodies, is not subject to national appropriation by claim of sovereignty, by means of use or occupation, or by any other means." International law and the U.N. Charter are also included in the principles that govern space activities. Weapons of mass destruction are not to be placed in Earth orbit or stationed in outer space or on celestial bodies, and the Moon is to be used "exclusively for peaceful purposes."

In dealing with situations that combine national and international elements, it is necessary to comply with Article VI which provides that States Parties "shall bear international responsibility for national activities in outer space, including the Moon and other celestial bodies, whether such activities are carried on by governmental agencies or by non-governmental entities, and for assuring that national activities are carried out in conformity with the provisions set forth in the present Treaty. The activities of non-governmental entities in outer space, including the Moon and other celestial bodies, shall require authorization and continuing supervision by the appropriate State Party to the Treaty. . . ."

Considering the trend toward commercialization of some space activities, it is evident that a factual data base is needed for guidance in continuing decisionmaking. Such a basis should take into account the fact that some governmental regulation is essential for ensuring safety, health, effective timing of launchings, attention to national security, and funding, even in the absence of Article VI which is a general principle that can be implemented in various ways, depending upon particular circumstances in given cases. Attention must also be given to the fact that the U.S. Constitution provides that ". . . all treaties . . . shall be the supreme Law of the Land." While the trend toward commercialization can create patterns of international competition, the strong trend toward achieving protection of the global environment will require maximum international cooperation.

Advances in space science and technology will produce changes in national and international situations, thus creating the necessity of developing a body of space law that is consistent, harmonious, and devoid of conflicting provisions.

The Senate has kept track of space law developments since the beginning of the space age. The first committee print on "Space Law: A Symposium" was published on December 31, 1958 at the request of Senator Lyndon B. Johnson, Chairman of the Senate Special Committee on Space and Astronautics which was established to pass legislation on creating the National Aeronautics and Space Administration. The document included articles by legal experts who had identified many of the national and international legal problems that could be anticipated even before a satellite was launched into orbit. Within a short time this report was out of print. When the Senate created the Committee on Aeronautical and Space Sciences, a second symposium was published on March 22, 1961 on "Legal Problems of Space Exploration," a volume of 1,391 pages which included most the text of the 1958 document with additional articles, notably "The Law of Outer Space: Report to the National Aeronautics and Space Administration" by the American Bar Association.

These comprehensive volumes were followed on December 30, 1976 by a committee print on "Space Law: Selected Basic Documents" which dealt primarily with the texts of treaties and the charters of international organizations. When the functions of the Committee on Aeronautics and Space Sciences were transferred to the Committee on Commerce, Science, and Transportation, following a reorganization of the Senate, concern continued for keeping the development of space law abreast of advances in space science and technology. In December 1978, the Committee published the committee print "Space Law: Selected Basic Documents, Second Edition", a volume devoted to international space law, and at the same time published the "National Aeronautics and Space Act of 1958, as Amended, and Related Legislation" to cover national U.S. space laws.

Although the Agreement Governing the Activities of States on the Moon and Other Celestial Bodies, formulated within the United Nations and opened for signature on December 18, 1979, was not submitted to the Senate for its advice and consent to ratification, there was such widespread interest in the Congress on this proposal that the Committee on Commerce, Science, and Transportation published a four-part series of committee prints in 1980 on the Moon Agreement.

It has been almost a decade since the last comprehensive space law document was published, and during that period there have been numerous developments both in law and practice. New institutional arrangements are now being initiated for the conduct of U.S. space activities, and considering the necessity for achieving harmony in formulating a consistent body of future legislation and its implementation, the Committee is publishing two volumes which cover the history and present status of national and international space law.

SECTION 1

U.S.A.-U.S.S.R. BILATERAL AGREEMENTS

Treaty between the United States of America and the Union of Soviet Socialist Republics on the Limitation of Anti-Ballistic Missile Systems, With Associated Protocol[1]

Signed May 26, 1972; ratification advised by the Senate August 3, 1972; ratified by the President and entered into force October 3, 1972

The United States of America and the Union of Soviet Socialist Republics, hereinafter referred to as the Parties,

Proceeding from the premise that nuclear war would have devastating consequences for all mankind,

Considering that effective measures to limit anti-ballistic missile systems would be a substantial factor in curbing the race in strategic offensive arms and would lead to a decrease in the risk of outbreak of war involving nuclear weapons,

Proceeding from the premise that the limitation of anti-ballistic missile systems, as well as certain agreed measures with respect to the limitation of strategic offensive arms, would contribute to the creation of more favorable conditions for further negotiations on limiting strategic arms,

Mindful of their obligations under Article VI of the Treaty on the Non-Proliferation of Nuclear Weapons,

Declaring their intention to achieve at the earliest possible date the cessation of the nuclear arms race and to take effective measures toward reductions in strategic arms, nuclear disarmament, and general and complete disarmament,

Desiring to contribute to the relaxation of international tension and the strengthening of trust between States,

Have agreed as follows:

Article I

1. Each Party undertakes to limit anti-ballistic missile (ABM) systems and to adopt other measures in accordance with the provisions of this Treaty.

2. Each Party undertakes not to deploy ABM systems for a defense of the territory of its country and not to provide a base for such a defense, and not to deploy ABM systems for defense of an individual region except as provided for in Article III of this Treaty.

Article II

1. For the purposes of this Treaty an ABM system is a system to counter strategic ballistic missiles or their elements in flight trajectory, currently consisting of:

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[1] 23 UST 3435; TIAS 7503.

(*a*) ABM interceptor missiles, which are interceptor missiles constructed and deployed for an ABM role, or of a type tested in an ABM mode;

(*b*) ABM launchers, which are launchers constructed and deployed for launching ABM interceptor missiles; and

(*c*) ABM radars, which are radars constructed and deployed for an ABM role, or of a type tested in an ABM mode.

2. The ABM system components listed in paragraph 1 of this Article include those which are:

(*a*) operational;
(*b*) under construction;
(*c*) undergoing testing;
(*d*) undergoing overhaul, repair or conversion; or
(*e*) mothballed.

ARTICLE III

Each party undertakes not to deploy ABM systems or their components except that:

(*a*) within one ABM system deployment area having a radius of one hundred and fifty kilometers and centered on the Party's national capital, a Party may deploy; (1) no more than one hundred ABM launchers and no more than one hundred ABM interceptor missiles at launch sites, and (2) ABM radars within no more than six ABM radar complexes, the area of each complex being circular and have a diameter of no more than three kilometers; and

(*b*) within one ABM system deployment area having a radius of one hundred and fifty kilometers and containing ICBM silo launchers, a Party may deploy: (1) no more than one hundred ABM launchers and no more than one hundred ABM interceptor missiles at launch sites, (2) two large phased-array ABM radars comparable in potential to corresponding ABM radars operational or under construction on the date of signature of the Treaty in an ABM system deployment area containing ICBM silo launchers, and (3) no more than eighteen ABM radars each having a potential less than the potential of the smaller of the above-mentioned two large phased-array ABM radars.

ARTICLE IV

The limitations provided for in Article III shall not apply to ABM systems or their components used for development or testing, and located within current or additionally agreed test ranges. Each Party may have no more than a total of fifteen ABM launchers at test ranges.

ARTICLE V

1. Each Party undertakes not to develop, test, or deploy ABM systems or components which are sea-based, air-based, space-based, or mobile land-based.

2. Each Party undertakes not to develop, test, or deploy ABM launchers for launching more than one ABM interceptor missile at a time from each launcher, nor to modify deployed launchers to provide them with such a capability, nor to develop, test, or deploy

automatic or semi-automatic or other similar systems for rapid reload or ABM launchers.

Article VI

To enhance assurance of the effectiveness of the limitations on ABM systems and their components provided by this Treaty, each Party undertakes:

(*a*) not to give missiles, launchers, or radars, other than ABM interceptor missiles, ABM launchers, or ABM radars, capabilities to counter strategic ballistic missiles or their elements in flight trajectory, and not to test them in an ABM mode; and

(*b*) not to deploy in the future radars for early warning of strategic ballistic missile attack except at locations along the periphery of its national territory and oriented outward.

Article VII

Subject to the provisions of this Treaty, modernization and replacement of ABM systems or their components may be carried out.

Article VIII

ABM systems or their components in excess of the numbers or outside the areas specified in this Treaty, as well as ABM systems or their components prohibited by this Treaty, shall be destroyed or dismantled under agreed procedures within the shortest possible agreed period of time.

Article IX

To assure the viability and effectiveness of this Treaty, each Party undertakes not to transfer to other States, and not to deploy outside its national territory, ABM systems or their components limited by this Treaty.

Article X

Each Party undertakes not to assume any international obligations which would conflict with this Treaty.

Article XI

The Parties undertake to continue active negotiations for limitations on strategic offensive arms.

Article XII

1. For the purpose of providing assurance of compliance with the provisions of this Treaty, each Party shall use national technical means of verification at its disposal in a manner consistent with generally recognized principles of international law.

2. Each Party undertakes not to interfere with the national technical means of verification of the other Party operating in accordance with paragraph 1 of this Article.

3. Each Party undertakes not to use deliberate concealment measures which impede verification by national technical means of

compliance with the provisions of this Treaty. This obligation shall not require changes in current construction, assembly, conversion, or overhaul practices.

ARTICLE XIII

1. To promote the objectives and implementation of the provisions of this Treaty, the Parties shall establish promptly a Standing Consultative Commission, within the framework of which they will:

(*a*) consider questions concerning compliance with the obligations assumed and related situations which may be considered ambiguous;

(*b*) provide on a voluntary basis such information as either Party considers necessary to assure confidence in compliance with the obligations assumed;

(*c*) consider questions involving unintended interference with national technical means of verification;

(*d*) consider possible changes in the strategic situation which have a bearing on the provisions of this Treaty;

(*e*) agree upon procedures and dates for destruction or dismantling of ABM systems or their components in cases provided for by the provisions of this Treaty;

(*f*) consider, as appropriate, possible proposals for further increasing the viability of this Treaty, including proposals for amendments in accordance with the provisions of this Treaty;

(*g*) consider, as appropriate, proposals for further measures aimed at limiting strategic arms.

2. The Parties through consultation shall establish, and may amend as appropriate, Regulations for the Standing Consultative Commission governing procedures, composition and other relevant matters.

ARTICLE XIV

1. Each Party may propose amendments to this Treaty. Agreed amendments shall enter into force in accordance with the procedures governing the entry into force to this Treaty.

2. Five years after entry into force of this Treaty, and at five year intervals thereafter, the Parties shall together conduct a review of this Treaty.

ARTICLE XV

1. This Treaty shall be of unlimited duration.

2. Each Party shall, in exercising its national sovereignty, have the right to withdraw from this Treaty if it decides that extraordinary events related to the subject matter of this Treaty have jeopardized its supreme interests. It shall give notice of its decision to the other Party six months prior to withdrawal from the Treaty. Such notice shall include a statement of the extraordinary events the notifying Party regards as having jeopardized its supreme interests.

ARTICLE XVI

1. This Treaty shall be subject to ratification in accordance with the constitutional procedures of each Party. The Treaty shall enter into force on the day of the exchange of instruments of ratification.

2. This Treaty shall be registered pursuant to Article 102 of the Charter of the United Nations.

DONE at Moscow on May 26, 1972, in two copies, each in the English and Russian languages, both texts being equally authentic.

For the United States of America:

RICHARD NIXON,
President of the United States of America.

For the Union of Soviet Socialist Republics:

L. I. BREZHNEV,
General Secretary of the Central Committee of the CPSU.

Protocol to the Treaty Between the United States of America and the Union of Soviet Socialist Republics on the Limitation of Anti-Ballistic Missile Systems[2]

Signed at Moscow July 3, 1974; ratification advised by the Senate November 10, 1975; entered into force May 24, 1976

The United States of America and the Union of Soviet Socialist Republics, hereinafter referred to as the Parties.

Proceeding from the Basic Principles of Relations between the United States of America and the Union of Soviet Socialist Republics signed on May 29, 1972,

Desiring to further the objectives of the Treaty between the United States of America and the Union of Soviet Socialist Republics on the Limitation of Anti-Ballistic Missile Systems signed on May 26, 1972, hereinafter referred to as the Treaty.

Reaffirming their conviction that the adoption of further measures for the limitation of strategic arms would contribute to strengthening international peace and security,

Proceeding from the premise that further limitation of anti-ballistic missile systems will create more favorable conditions for the completion of work on a permanent agreement on more complete measures for the limitation of strategic offensive arms,

Have agreed as follows:

ARTICLE I

1. Each Party shall be limited at any one time to a single area out of the two provided in Article III of the Treaty for deployment of anti-ballistic missile (ABM) systems or their components and accordingly shall not exercise its rights to deploy an ABM system or its components in the second of the two ABM system deployment areas permitted by Article III of the Treaty, except as an exchange of one permitted area for the other in accordance with Article II of this Protocol.

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[2] 27 UST 1645; TIAS 8276.

2. Accordingly, except as permitted by Article II of this Protocol: the United States of America shall not deploy an ABM system or its components in the area centered on its capital, as permitted by Article III(a) of the Treaty, and the Soviet Union shall not deploy an ABM system or its components in the deployment area of intercontinental ballistic missile (ICBM) silo launchers permitted by Article III(b) of the Treaty.

ARTICLE II

1. Each Party shall have the right to dismantle or destroy its ABM system and the components thereof in the area where they are presently deployed and to deploy an AMB system or its components in the alternative area permitted by Article III of the Treaty, provided that prior to initiation of construction, notification is given in accord with the procedure agreed to by the Standing Consultative Commission, during the year beginning October 3, 1977, and ending October 2, 1978, or during any year which commences at five year intervals thereafter, those being the years for periodic review of the Treaty, as provided in Article XIV of the Treaty. This right may be exercised only once.

2. Accordingly, in the event of such notice, the United States would have the right to dismantle or destroy the ABM system and its components in the deployment area of ICBM silo launchers and to deploy an ABM system or its components in an area centered on its capital, as permitted by Article III(a) of the Treaty, and the Soviet Union would have the right to dismantle or destroy the ABM system and its components in the area centered on its capital and to deploy an ABM system or its components in an area containing ICBM silo launchers, as permitted by Article III(b) of the Treaty.

3. Dismantling or destruction and deployment of ABM systems or their components and the notification thereof shall be carried out in accordance with Article VIII of the ABM Treaty and procedures agreed to in the Standing Consultative Commission.

ARTICLE III

The rights and obligations established by the Treaty remain in force and shall be complied with by the Parties except to the extent modified by this Protocol. In particular, the deployment of an ABM system or its components within the area selected shall remain limited by the levels and other requirements established by the Treaty.

ARTICLE IV

This Protocol shall be subject to ratification in accordance with the constitutional procedures of each Party. It shall enter into force on the day of the exchange of instruments of ratification and shall thereafter be considered an integral part of the Treaty.

Done at Moscow on July 3, 1974, in duplicate, in the English and Russian languages, both texts being equally authentic.

For the United States of America:

RICHARD NIXON,
President of the United States of America.

For the Union of Soviet Socialist Republics:

L. I. BREZHNEV,
General Secretary of the Central Committee of the CPSU.

Interim Agreement Between the United States of America and the Union of Soviet Socialist Republics on Certain Measures With Respect to the Limitation of Strategic Offensive Arms, With Associated Protocol [1]

Signed at Moscow on May 26, 1972; Related joint resolution approved September 30, 1972 [Public Law 92-448]; Approved by the President of the United States of America October 3, 1972; Entered into force October 3, 1972

The United States of America and the Union of Soviet Socialist Republics, hereinafter referred to as the Parties,

Convinced that the Treaty on the Limitation of Anti-Ballistic Missile Systems and this Interim Agreement on Certain Measures with Respect to the Limitation of Strategic Offensive Arms will contribute to the creation of more favorable conditions for active negotiations on limiting strategic arms as well as to the relaxation of international tension and the strengthening of trust between States,

Taking into account the relationship between strategic offensive and defensive arms,

Mindful of their obligations under Article VI of the Treaty on the Non-Proliferation of Nuclear Weapons,

Have agreed as follows:

Article I

The Parties undertake not to start construction of additional fixed land-based intercontinental ballistic missile (ICBM) launchers after July 1, 1972.

Article II

The Parties undertake not to convert land-based launchers for light ICBMs, or ICBMs of older types deployed prior to 1964, into land-based launchers for heavy ICBMs of types deployed after that time.

Article III

The Parties undertake to limit submarine-launched ballistic missile (SLBM) launchers and modern ballistic missile submarines to the numbers operational and under construction on the date of signature of this Interim Agreement, and in addition to launchers and submarines constructed under procedures established by the Parties as replacements for an equal number of ICBM launchers of older types deployed prior to 1964 or for launchers on older submarines.

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[1] 23 UST 3462; TIAS 7504. The Interim Agreement expired on October 3, 1977. However, both the United States and the Soviet Union issued parallel statements announcing that they would continue to observe the limitations on strategic buildups which were contained in the agreement.

ARTICLE IV

Subject to the provisions of this Interim Agreement, modernization and replacement of strategic offensive ballistic missiles and launchers covered by this Interim Agreement may be undertaken.

ARTICLE V

1. For the purpose of providing assurance of compliance with the provisions of this Interim Agreement, each Party shall use national technical means of verification at its disposal in a manner consistent with generally recognized principles of international law.
2. Each Party undertakes not to interfere with the national technical means of verification of the other Party operating in accordance with paragraph 1 of this Article.
3. Each Party undertakes not to use deliberate concealment measures which impede verification by national technical means of compliance with the provisions of this Interim Agreement. This obligation shall not require changes in current construction, assembly, conversion, or overhaul practices.

ARTICLE VI

To promote the objectives and implementation of the provisions of this Interim Agreement, the Parties shall use the Standing Consultative Commission established under Article XIII of the Treaty on the Limitation of Anti-Ballistic Missile Systems in accordance with the provisions of that Article.

ARTICLE VII

The Parties undertake to continue active negotiations for limitations on strategic offensive arms. The obligations provided for in this Interim Agreement shall not prejudice the scope or terms of the limitations on strategic offensive arms which may be worked out in the course of further negotiations.

ARTICLE VIII

1. This Interim Agreement shall enter into force upon exchange of written notices of acceptance by each Party, which exchange shall take place simultaneously with the exchange of instruments of ratification of the Treaty on the Limitation of Anti-Ballistic Missile Systems.
2. This Interim Agreement shall remain in force for a period of five years unless replaced earlier by an agreement on more complete measures limiting strategic offensive arms. It is the objective of the Parties to conduct active follow-on negotiations with the aim of concluding such an agreement as soon as possible.
3. Each Party shall, in exercising its national sovereignty, have the right to withdraw from this Interim Agreement if it decides that extraordinary events related to the subject matter of this Interim Agreement have jeopardized its supreme interests. It shall give notice of its decision to the other Party six months prior to

withdrawal from this Interim Agreement. Such notice shall include a statement of the extraordinary events the notifying Party regards as having jeopardized its supreme interests.

DONE at Moscow on May 26, 1972, in two copies, each in the English and Russian languages, both texts being equally authentic.

For the United States of America:

RICHARD NIXON,
President of the United States of America.

For the Union of Soviet Socialist Republics:

L. I. BREZHNEV,
General Secretary of the Central Committee of the CPSU.

Protocol to the Interim Agreement Between the United States of America and the Union of Soviet Socialist Republics on Certain Measures with respect to the Limitation of Strategic Offensive Arms

Signed at Moscow May 26, 1972

The United States of America and the Union of Soviet Socialist Republics, hereinafter referred to as the Parties.

Having agreed on certain limitations relating to submarine-launched ballistic missile launchers and modern ballistic missile submarines, and to replacement procedures, in the Interim Agreement,

Have agreed as follows:

The Parties understand that, under Article III of the Interim Agreement, for the period during which that Agreement remains in force:

The U.S. may have no more than 710 ballistic missile launchers on submarines (SLBMs) and no more than 44 modern ballistic missile submarines. The Soviet Union may have no more than 950 ballistic missile launchers on submarines and no more than 62 modern ballistic missile submarines.

Additional ballistic missile launchers on submarines up to the above-mentioned levels, in the U.S.—over 656 ballistic missile launchers on nuclear-powered submarines, and in the U.S.S.R.—over 740 ballistic missile launchers on nuclear-powered submarines, operational and under construction, may become operational as replacements for equal numbers of ballistic missile launchers of older types deployed prior to 1964 or of ballistic missile launchers on older submarines.

The deployment of modern SLBMs on any submarine, regardless of type, will be counted against the total level of SLBMs permitted for the U.S. and the U.S.S.R.

This protocol shall be considered an integral part of the Interim Agreement.

DONE at Moscow this 26th day of May, 1972.

For the United States of America:

RICHARD NIXON,
President of the United States of America.

For the Union of Soviet Socialist Republics:

L. I. BREZHNEV,
General Secretary of the Central Committee of the CPSU.

Agreed Interpretations and Unilateral Statements

1. AGREED INTERPRETATIONS

(a) Initialed Statements.—The texts of the statements set out below were agreed upon and initialed by the Heads of the Delegations on May 26, 1972.

ABM TREATY

[A]

The Parties understand that, in addition to the ABM radars which may be deployed in accordance with subparagraph (a) of Article III of the Treaty, those non-phased-array ABM radars operational on the date of signature of the Treaty within the ABM system deployment area for defense of the national capital may be retained.

[B]

The Parties understand that the potential (the product of mean emitted power in watts and antenna area in square meters) of the smaller of the two large phased-array ABM radars referred to in subparagraph (b) of Article III of the Treaty is considered for purposes of the Treaty to be three million.

[C]

The Parties understand that the center of the ABM system deployment area centered on the national capital and the center of the ABM system deployment area containing ICBM silo launchers for each Party shall be separated by no less than thirteen hundred kilometers.

[D]

The Parties agree not to deploy phased-array radars having a potential (the product of mean emitted power in watts and antenna area in square meters) exceeding three million, except as provided for in Articles III, IV and VI of the Treaty, or except for the purposes of tracking objects in outer space or for use as national technical means of verification.

[E]

In order to insure fulfillment of the obligation not to deploy ABM systems and their components except as provided in Article III of the Treaty, the Parties agree that in the event ABM systems based on other physical principles and including components capable of substituting for ABM interceptor missiles, ABM launchers, or ABM radars are created in the future, specific limitations on such systems and their components would be subject to discussion in accordance with Article XIII and agreement in accordance with Article XIV of the Treaty.

[F]

The Parties understand that Article V of the Treaty includes obligations not to develop, test or deploy ABM interceptor missiles for the delivery by each ABM interceptor missile of more than one independently guided warhead.

[G]

The Parties understand that Article IX of the Treaty includes the obligation of the U.S. and the U.S.S.R. not to provide to other States technical descriptions or blueprints specially worked out for the construction of ABM systems and their components limited by the Treaty.

INTERIM AGREEMENT

[H]

The Parties understand that land-based ICBM launchers referred to in the Interim Agreement are understood to be launchers for strategic ballistic missiles capable of ranges in excess of the shortest distance between the northeastern border of the continental U.S. and the northwestern border of the continental U.S.S.R.

[I]

The Parties understand that fixed land based ICBM launchers under active construction as of the date of signature of the Interim Agreement may be completed.

[J]

The Parties understand that in the process of modernization and replacement the dimensions of land-based ICBM silo launchers will not be significantly increased.

[K]

The Parties understand that dismantling or destruction of ICBM launchers of older types deployed prior to 1964 and ballistic missile launchers on older submarines being replaced by new SLBM launchers on modern submarines will be initiated at the time of the beginning of sea trials of a replacement submarine, and will be completed in the shortest possible agreed period of time. Such dismantling or destruction, and timely notification thereof, will be accomplished under procedures to be agreed in the Standing Consultative Commission.

[L]

The Parties understand that during the period of the Interim Agreement there shall be no significant increase in the number of

ICBM or SLBM test and training launchers, or in the number of such launchers for modern land-based heavy ICBMs. The Parties further understand that construction or conversion of ICBM launchers at test ranges shall be undertaken only for purposes of testing and training.

(b) Common Understandings.—Common understanding of the Parties on the following matters was reached during the negotiations:

A. INCREASE IN ICBM SILO DIMENSIONS

Ambassador Smith made the following statement on May 26, 1972:

"The Parties agree that the term 'significantly increased' means that an increase will not be greater than 10-15 percent of the present dimensions of land-based ICBM silo launchers."

Minister Semenov replied that this statement corresponded to the Soviet understanding.

B. LOCATION OF ICBM DEFENSES

The U.S. Delegation made the following statement on May 26, 1972:

"Article III of the ABM Treaty provides for each side one ABM system deployment area centered on its national capital and one ABM system deployment area containing ICBM silo launchers. The two sides have registered agreement on the following statement: 'The Parties understand that the center of the ABM system deployment area centered on the national capital and the center of the ABM system deployment area contained ICBM silo launchers for each Party shall be separated by no less than thirteen hundred kilometers.' In this connection, the U.S. side notes that its ABM system deployment area for defense of ICBM silo launchers, located west of the Mississippi River, will be centered in the Grand Forks ICBM silo launcher deployment area." (See Initialed Statement [C].)

C. ABM TEST RANGES

The U.S. Delegation made the following statement on April 26, 1972:

"Article IV of the ABM Treaty provides that 'the limitations provided for in Article III shall not apply to ABM systems or their components used for development or testing, and located within current or additionally agreed test ranges.' We believe it would be useful to assure that there is no misunderstanding as to current ABM test ranges. It is our understanding that ABM test ranges encompass the area within which ABM components are located for test purposes. The current U.S. ABM test ranges are at White Sands, New Mexico, and at Kwajalein Atoll, and the current Soviet ABM test range is near Sary Shagan in Kazakhstan. We consider that non-phased array radars of types used for range safety or instrumentation purposes may be located outside of ABM test ranges. We interpret the reference in Article IV to 'additionally agreed test ranges' to mean that ABM components will not be located at any other test ranges without prior agreement between our Governments that there will be such additional ABM test ranges."

On May 5, 1972, the Soviet Delegation stated that there was a common understanding on what ABM test ranges were, that the use of the types of non-ABM radars for range safety or instrumentation was not limited under the Treaty, that the reference in Article IV to "additionally agreed" test ranges was sufficiently clear, and that national means permitted identifying current test ranges.

D. MOBILE ABM SYSTEMS

On January 28, 1972, the U.S. Delegation made the following statement:

"Article V(I) of the Joint Draft Text of the ABM Treaty includes an undertaking not to develop, test, or deploy mobile land-based ABM systems and their components. On May 5, 1972, the U.S. side indicated that, in its view, a prohibition on deployment of mobile ABM systems and components would rule out the deployment of ABM launchers and radars which were not permanent fixed types. At that time, we asked for the Soviet view of this interpretation. Does the Soviet side agree with the U.S. side's interpretation put forward on May 5, 1971?"

On April 13, 1972, the Soviet Delegation said there is a general common understanding on this matter.

E. STANDING CONSULTATIVE COMMISSION

Ambassador Smith made the following statement on May 22, 1972:

"The United States proposes that the sides agree that, with regard to initial implementation of the ABM Treaty's Article XIII on the Standing Consultative Commission (SCC) and of the consultation Articles to the Interim Agreement on offensive arms and the Accidents Agreement,[1] agreement establishing the SCC will be worked out early in the follow-on SALT negotiations; until that is completed, the following arrangements will prevail: when SALT is in session, any consultation desired by either side under these Articles can be carried out by the two SALT Delegations: when SALT is not in session, *ad hoc* arrangements for any desired consultations under these Articles may be made through diplomatic channels."

Minister Semenov replied that, on an *ad referendum basis,* he could agree that the U.S. statement corresponded to the Soviet understanding.

F. STANDSTILL

On May 6, 1972, Minister Semenov made the following statement:

"In an effort to accommodate the wishes of the U.S. side, the Soviet Delegation is prepared to proceed on the basis that the two sides will in fact observe the obligations of both the Interim Agreement and the ABM Treaty beginning from the date of signature of these two documents."

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[1] See Article 7 of Agreement to Reduce the Risk of Outbreak of Nuclear War Between the United States of America and the Union of Soviet Socialist Republics, signed Sept. 30, 1971.

In reply, the U.S. Delegation made the following statement on May 20, 1972:

"The U.S. agrees in principle with the Soviet statement made on May 6 concerning observance of obligations beginning from date of signature but we would like to make clear our understanding that this means that, pending ratification and acceptance, neither side would take any action prohibited by the agreements after they had entered into force. This understanding would continue to apply in the absence of notification by either signatory of its intention not to proceed with ratification or approval."

The Soviet Delegation indicated agreement with the U.S. statement.

2. Unilateral Statements

(a) The following noteworthy unilateral statements were made during the negotiations by the United States Delegation:

A. WITHDRAWAL FROM THE ABM TREATY

On May 9, 1972, Ambassador Smith made the following statement:

"The U.S. Delegation has stressed the importance the U.S. Government attaches to achieving agreement on more complete limitations on strategic offensive arms, following agreement on an ABM Treaty and on an Interim Agreement on certain measures with respect to the limitation of strategic offensive arms. The U.S. Delegation believes that an objective of the follow-on negotiations should be to constrain and reduce on a long-term basis threats to the survivability of our respective strategic retaliatory forces. The U.S.S.R. Delegation has also indicated that the objectives of SALT would remain unfulfilled without the achievement of an agreement providing for more complete limitations on strategic offensive arms. Both sides recognize that the initial agreements would be steps toward the achievement of more complete limitations on strategic arms. If an agreement providing for more complete strategic offensive arms limitations were not achieved within five years, U.S. supreme interests could be jeopardized. Should that occur, it would constitute a basis for withdrawal from the ABM Treaty. The U.S. does not wish to see such a situation occur, nor do we believe that the U.S.S.R. does. It is because we wish to prevent such a situation that we emphasize the importance the U.S. Government attaches to achievement of more complete limitations on strategic offensive arms. The U.S. Executive will inform the Congress, in connection with Congressional consideration of the ABM Treaty and the Interim Agreement, of this statement of the U.S. position."

B. LAND-MOBILE ICBM LAUNCHERS

The U.S. Delegation made the following statement on May 20, 1972:

"In connection with the important subject of land-mobile ICBM launchers, in the interest of concluding the Interim Agreement the U.S. Delegation now withdraws its proposal that Article I or an agreed statement explicitly prohibits the deployment of mobile land-based ICBM launchers. I have been instructed to inform you that, while agreeing to defer the question of limitation of operational land-mobile ICBM launchers to the subsequent negotiations on more complete limitations on strategic offensive arms, the U.S. would consider the deployment of operational land-mobile ICBM launchers during the period of the Interim Agreement as inconsistent with the objectives of that Agreement."

C. COVERED FACILITIES

The U.S. Delegation made the following statement on May 20, 1972:

"I wish to emphasize the importance that the United States attaches to the provisions of Article V, including in particular their application to fitting out or berthing submarines."

D. "HEAVY" ICBM'S

The U.S. Delegation made the following statement on May 26, 1972:

"The U.S. Delegation regrets that the Soviet Delegation has not been willing to agree on a common definition of a heavy missile. Under these circumstances, the U.S. Delegation believes it necessary to state the following: The United States would consider any ICBM having a volume significantly greater than that of the largest light ICBM now operational on either side to be a heavy ICBM. The U.S. proceeds on the premise that the Soviet side will give due account to this consideration."

E. TESTED IN ABM MODE

On April 7, 1972, the U.S. Delegation made the following statement:

"Article II of the Joint Text Draft uses the term 'tested in an ABM mode,' in defining ABM components, and Article VI includes certain obligations concerning such testing. We believe that the sides should have a common understanding of this phrase. First, we would note that the testing provisions of the ABM Treaty are intended to apply to testing which occurs after the date of signature of the Treaty, and not to any testing which may have occurred in the past. Next, we would amplify the remarks we have made on this subject during the previous Helsinki phase by setting forth the objectives which govern the U.S. view on the subject, namely, while prohibiting testing of non-ABM components for ABM purposes: Not to present testing of ABM components, and not to prevent testing non-ABM components for non-ABM purposes. To clarify our interpretation of 'tested in an ABM mode,' we note that we would consider a launcher, missile or radar to be 'tested in an ABM model' if, for example, any of the following events occur: (1) a launcher is used to launch an ABM interceptor missile, (2) an interceptor missile is flight tested against a target vehicle which has a flight trajectory with characteristics of a strategic ballistic missile flight trajectory, or is flight tested in conjunction with the test of an ABM interceptor missile or an ABM radar at the same test range, or is flight tested to an altitude inconsistent with interception of targets against which air defenses are deployed, (3) a radar makes measurements on a cooperative target vehicle of the kind referred to in item (2) above during the reentry portion of its trajectory or makes measurements in conjunction with the test of an ABM interceptor missile or an ABM radar at the same test range. Radars used for purposes such as range safety or instrumentation would be exempt from application of these criteria."

F. NO-TRANSFER ARTICLE OF ABM TREATY

On April 18, 1972, the U.S. Delegation made the following statement:

"In regard to this Article [IX], I have a brief and I believe self-explanatory statement to make. The U.S. side wishes to make clear that the provisions of this Article do not set a precedent for whatever provision may be considered for a Treaty on Limiting Strategic Offensive Arms. The question of transfer of strategic offensive arms is a far more complex issue, which may require a different solution."

G. NO INCREASE IN DEFENSE OF EARLY WARNING RADARS

On July 28, 1970, the U.S. Delegation made the following statement:

"Since Hen House radars [Soviet ballistic missile early warning radars] can detect and track ballistic missile warheads at great distances, they have a significant ABM potential. Accordingly, the U.S. would regard any increase in the defenses of such radars by surface-to-air missiles as inconsistent with an agreement."

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(b) The following noteworthy unilateral statement was made by the Delegation of the U.S.S.R. and is shown here with the U.S. reply:

On May 17, 1972, Minister Semenov made the following unilateral "Statement of the Soviet Side":

"Taking into account that modern ballistic missile submarines are presently in the possession of not only the U.S., but also of its NATO allies, the Soviet Union agrees that for the period of effectiveness of the Interim 'Freeze' Agreement the U.S. and its NATO allies have up to 50 such submarines with a total of up to 800 ballistic missile launchers thereon (including 41 U.S. submarines with 656 ballistic missile launchers). However, if during the period of effectiveness of the Agreement U.S. allies in NATO should increase the number of their modern submarines to exceed the numbers of submarines they would have operational or under construction on the date of signature of the Agreement, the Soviet Union will have the right to a corresponding increase in the number of its submarines. In the opinion of the Soviet side, the solution of the question of modern ballistic missile submarines provided for in the Interim Agreement only partially compensates for the strategic imbalance in the deployment of the nuclear-powered missile submarines of the U.S.S.R. and the U.S. Therefore, the Soviet side believes that this whole question, and above all the question of liquidating the American missile submarine bases outside the U.S., will be appropriately resolved in the course of follow-on negotiations."

On May 24, Ambassador Smith made the following reply to Minister Semenov:

"The United States side has studied the 'statement made by the Soviet side' of May 17 concerning compensation for submarine basing and SLBM submarines belonging to third countries. The United States does not accept the validity of the considerations in that statement."

On May 26 Minister Semenov repeated the unilateral statement made on May 24. Ambassador Smith also repeated the U.S. rejection on May 26.

Standing Consultative Commission on Arms Limitation[1]

Memorandum of Understanding signed at Geneva December 21, 1972; Entered into force December 21, 1972

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS REGARDING THE ESTABLISHMENT OF A STANDING CONSULTATIVE COMMISSION

I

The Government of the United States of America and the Government of the Union of Soviet Socialist Republics hereby establish a Standing Consultative Commission.

II

The Standing Consultative Commission shall promote the objectives and implementation of the provisions of the Treaty between the USA and the USSR on the Limitation of Anti-Ballistic Missile Systems of May 26, 1972, the Interim Agreement between the USA and the USSR on Certain Measures with Respect to the Limitation of Strategic Offensive Arms of May 26, 1972, and the Agreement on Measures to Reduce the Risk of Outbreak of Nuclear War between the USA and the USSR of September 30, 1971, and shall exercise its competence in accordance with the provisions of Article XIII of said Treaty, Article VI of said Interim Agreement, and Article 7 of said Agreement on Measures.

III

Each Government shall be represented on the Standing Consultative Commission by a Commissioner and a Deputy Commissioner, assisted by such staff as it deems necessary.

IV

The Standing Consultative Commission shall hold periodic sessions on dates mutually agreed by the Commissioners but no less than two times per year. Sessions shall also be convened as soon as possible, following reasonable notice, at the request of either Commissioner.

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[1] 24 UST 238; TIAS 7545.

V

The Standing Consultative Commission shall establish and approve Regulations governing procedures and other relevant matters and may amend them as it deems appropriate.

VI

The Standing Consultative Commission will meet in Geneva. It may also meet at such other places as may be agreed.

Done in Geneva, on December 21, 1972, in two copies, each in the English and Russian language, both texts being equally authentic.

Standing Consultative Commission on Arms Limitation: Regulations [1]

Protocol, with regulations, signed at Geneva May 30, 1973; Entered into force May 30, 1973

STANDING CONSULTATIVE COMMISSION

PROTOCOL

Pursuant to the provisions of the Memorandum of Understanding between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Regarding the Establishment of a Standing Consultative Commission, dated December 21, 1972, the undersigned, having been duly appointed by their respective Governments as Commissioners of said Standing Consultative Commission, hereby establish and approve, in the form attached, Regulations governing procedures and other relevant matters of the Commission, which Regulations shall enter into force upon signature of this Protocol and remain in force until and unless amended by the undersigned or their successors.

DONE in Geneva, on May 30, 1973, in two copies each in the English and Russian language, both texts being equally authentic.

[Attachment]

STANDING CONSULTATIVE COMMISSION

REGULATIONS

1. The Standing Consultative Commission, established by the Memorandum of Understanding between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Regarding the Establishment of a Standing Consultative Commission of December 21, 1972, shall consist of a U.S. component and Soviet component, each of which shall be headed by a Commissioner.

2. The Commissioners shall alternately preside over the meetings.

3. The Commissioners shall, when possible, inform each other in advance of the matters to be submitted for discussion, but may at a meeting submit for discussion any matter within the competence of the Commission.

4. During intervals between sessions of the Commission, each Commissioner may transmit written or oral communications to the

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[1] 24 UST 1124; TIAS 7637.

other Commissioner concerning matters within the competence of the Commission.

5. Each component of the Commission may invite such advisers and experts as it deems necessary to participate in a meeting.

6. The Commission may establish working groups to consider and prepare specific matters.

7. The results on the discussion of questions at the meetings of the Commission may, if necessary, be entered into records which shall be in two copies, each in the English and the Russian languages, both texts being equally authentic.

8. The proceedings of the Standing Consultative Commission shall be conducted in private. The Standing Consultative Commission may not make its proceedings public except with the express consent of both Commissioners.

9. Each component of the Commission shall bear the expenses connected with its participation in the Commission.

AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND THE UNION OF SOVIET SOCIALIST REPUBLICS CONCERNING COOPERATION IN THE EXPLORATION AND USE OF OUTER SPACE FOR PEACEFUL PURPOSES

(April 1987)

The United States of America and the Union of Soviet Socialist Republics, hereinafter referred to as the Parties;

Considering the role of the two States in the exploration and use of outer space for peaceful purposes;

Desiring to make the results of the exploration and use of outer space available for the benefit of the peoples of the two States and of all peoples of the world;

Taking into consideration the provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, and other multilateral agreements regarding the exploration and use of outer space to which both States are Parties;

Noting the General Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Contacts, Exchanges, and Cooperation in Scientific, Technical, Educational, Cultural, and other fields, signed on November 21, 1985;

Have agreed as follows:

ARTICLE 1

The Parties shall carry out cooperation in such fields of space science as solar system exploration, space astronomy and astrophysics, earth sciences, solar-terrestrial physics, and space biology and medicine.

The initial agreed list of cooperative projects is attached as an Annex.

ARTICLE 2

The Parties shall carry out cooperation by means of mutual exchanges of scientific information and delegations, meetings of scientists and specialists and in such other ways as may be mutually agreed, including exchange of scientific equipment where appropriate. The Parties, acting through their designated cooperating agencies, shall form joint working groups for the implementation of cooperation in each of the fields listed in Article 1. The recommendations of the joint working groups shall be subject to the approval of each Party in accordance with its appropriate national procedures prior to implementation. The designated cooperating agencies shall notify each other of the action taken by the Parties on the recommendations within three months of their adoption by the joint working groups.

ARTICLE 3

The joint working groups shall begin their work with the projects listed in the Annex to this Agreement. Revisions to the list of projects in the Annex, which may include the identification of other projects in which cooperation would be of mutual benefit, may be effected by written agreement between the Parties through a procedure to be determined by them.

ARTICLE 4

Cooperative activities under this Agreement, including exchanges of technical information, equipment and data, shall be conducted in accordance with international law as well as the international obligations, national laws, and regulations of each Party, and within the limits of available funds.

ARTICLE 5

This Agreement shall be without prejudice to the cooperation of either Party with other States and international organizations.

ARTICLE 6

The Parties shall encourage international cooperation in the study of legal questions of mutual interest which may arise in the exploration and use of outer space for peaceful purposes.

ARTICLE 7

This Agreement will enter into force on the date of signature by the Parties and will remain in force for five years. It may be extended for further five-year periods by an exchange of notes between the Parties. Either Party may notify the other in writing of its intent to terminate this Agreement at any time effective six months after receipt of such notices by the other Party.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Moscow, in duplicate, this 15th day of April, 1987, in the English and Russian languages, both texts being equally authentic.

George P. Shultz

FOR THE UNITED STATES OF
AMERICA:

FOR THE UNION OF SOVIET
SOCIALIST REPUBLICS:

ANNEX

AGREED LIST OF COOPERATIVE PROJECTS

1. Coordination of the Phobos, Vesta, and Mars Observer missions and the exchange of scientific data resulting from them.

2. Utilization of the U.S. Deep Space Network for position tracking of the Phobos and Vesta landers and subsequent exchange of scientific data.

3. Invitation, by mutual agreement, of co-investigators' and/or interdisciplinary scientists' participation in the Mars Observer and the Phobos and Vesta missions.

4. Joint studies to identify the most promising landing sites on Mars.

5. Exchange of scientific data on the exploration of the Venusian surface.

6. Exchange of scientific data on cosmic dust, meteorites and lunar materials.

7. Exchange of scientific data in the field of radio astronomy.

8. Exchange of scientific data in the fields of cosmic gamma-ray, x-ray and sub-millimeter astronomy.

9. Exchange of scientific data and coordination of programs and investigations relative to studies of gamma ray burst data.

10. Coordination of observations from solar terrestrial physics missions and the subsequent exchange of appropriate scientific data.

11. Coordination of activities in the study of global changes of the natural environment.

12. Cooperation in the Cosmos biosatellite program.

13. Exchange of appropriate biomedical data from U.S. and U.S.S.R. manned space flights.

14. Exchange of data arising from studies of space flight-induced changes of metabolism, including the metabolism of calcium, from both space flight and ground experiments.

15. Exploration of the feasibility of joint fundamental and applied biomedical experiments on the ground and in various types of spacecraft, including exobiology.

16. Preparation and publication of a second amplified edition of the joint study "Fundamentals of Space Biology and Medicine."

JOINT STATEMENT BETWEEN U.S. AND U.S.S.R.

Excerpt from Joint Statement issued following meetings between Ronald W. Reagan, President of the United States of America, and Mikhail S. Gorbachev, General Secretary of the Central Committee of the Communist Party of the Union of Soviet Socialist Republics, held in Moscow, May 29–June 1, 1988.

INITIATIVE FOR EXPANDED CIVIL SPACE COOPERATION

Recognizing the long-standing commitment of both countries to space science and exploration, and noting the progress made under the 1987 U.S.–U.S.S.R. Cooperative Agreement in the Exploration and Use of Outer Space for Peaceful Purposes, the two leaders agreed to a new initiative to expand civil space cooperation by exchanging flight opportunities for scientific instruments to fly on each other's spacecraft, and by exchanging results of independent national studies of future unmanned solar system exploration missions as a means of assessing prospects for further U.S.-Soviet cooperation on such missions. They also agreed to expand exchanges of space science data and of scientists, to enhance the scientific benefit that can be derived from the two countries' space research missions of possible bilateral and international cooperation.

SECTION 2

U.N. TREATIES, AGREEMENTS AND RESOLUTIONS

TREATY ON PRINCIPLES GOVERNING THE ACTIVITIES OF STATES IN THE EXPLORATION AND USE OF OUTER SPACE, INCLUDING THE MOON AND OTHER CELESTIAL BODIES

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Treaty on Outer Space[1]

Text of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies; Signed at Washington, London and Moscow on January 27, 1967; Ratification advised by the Senate, April 25, 1967; Ratification by the President of the United States May 24, 1967; Ratifications of the Governments of the United States, the United Kingdom and the Union of Soviet Socialist Republics deposited with the said Governments at Washington, London and Moscow October 10, 1967; Proclaimed by the President October 10, 1967; Entered into Force October 10, 1967

The States Parties to this Treaty,

Inspired by the great prospects opening up before mankind as a result of man's entry into outer space,

Recognizing the common interest of all mankind in the progress of the exploration and use of outer space for peaceful purposes,

Believing that the exploration and use of outer space should be carried on for the benefit of all peoples irrespective of the degree of their economic or scientific development,

Desiring to contribute to broad international cooperation in the scientific as well as the legal aspects of the exploration and use of outer space for peaceful purposes,

Believing that such cooperation will contribute to the development of mutual understanding and to the strengthening of friendly relations between States and peoples,

Recalling resolution 1962 (XVIII), entitled "Declaration of Legal Principles Governing the Activities of States in the Exploration and Use of Outer Space", which was adopted unanimously by the United Nations General Assembly on 13 December 1963.

Recalling resolution 1884 (XVIII), calling upon States to refrain from placing in orbit around the Earth any objects carrying nuclear weapons or any other kinds of weapons of mass destruction or from installing such weapons on celestial bodies, which was adopted unanimously by the United Nations General Assembly on 17 October 1963.

Taking account of United Nations General Assembly resolution 110 (II) of 3 November 1947, which condemned propaganda designed or likely to provoke or encourage any threat to the peace breach of the peace or act of aggression, and considering that the aforementioned resolution is applicable to outer space.

Convinced that a Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, will further the Purposes and Principles of the Charter of the United Nations,

Have agreed on the following:

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[1] 18 UST 2410; TIAS 6347

ARTICLE I

The exploration and use of outer space, including the moon and other celestial bodies, shall be carried out for the benefit and in the interests of all counties, irrespective of their degree of economic or scientific development, and shall be the province of all mankind.

Outer space, including the moon and other celestial bodies, shall be free for exploration and use by all States without discrimination of any kind, on a basis of equality and in accordance with international law, and there shall be free access to all areas of celestial bodies.

There shall be freedom of scientific investigation in outer space, including the moon and other celestial bodies, and States shall facilitate and encourage international cooperation in such investigation.

ARTICLE II

Outer space, including the moon and other celestial bodies, is not subject to national appropriation by claim of sovereignty, by means of use or occupation, or by any other means.

ARTICLE III

States Parties to the Treaty shall carry on activities in the exploration and use of outer space, including the moon and other celestial bodies, in accordance with international law, including the Charter of the United Nations, in the interest of maintaining international peace and security and promoting international cooperation and understanding.

ARTICLE IV

States Parties to the Treaty undertake not to place in orbit around the Earth any objects carrying nuclear weapons or any other kinds of weapons of mass destruction, install such weapons on celestial bodies, or station such weapons in outer space in any other manner.

The moon and other celestial bodies shall be used by all States Parties to the Treaty exclusively for peaceful purposes. The establishment of military bases, installations and fortifications, the testing of any type of weapons and the conduct of military maneuvers on celestial bodies shall be forbidden. The use of military personnel for scientific research or for any other peaceful purposes shall not be prohibited. The use of any equipment or facility necessary for peaceful exploration of the moon and other celestial bodies shall also not be prohibited.

ARTICLE V

States Parties to the Treaty shall regard astronauts as envoys of mankind in outer space and shall render to them all possible assistance in the event of accident, distress, or emergency landing on the territory of another State Party or on the high seas. When astronauts make such a landing, they shall be safely and promptly returned to the State of registry of their space vehicle.

In carrying on activities in outer space and on celestial bodies, the astronauts of one State Party shall render all possible assistance to the astronauts of other States Parties.

States Parties to the Treaty shall immediately inform the other States Parties to the Treaty or the Secretary-General of the United Nations of any phenomena they discover in outer space, including the moon and other celestial bodies, which could constitute a danger to the life or health of astronauts.

ARTICLE VI

States Parties to the Treaty shall bear international responsibility for national activities in outer space, including the moon and other celestial bodies, whether such activities are carried on by governmental agencies or by non-governmental entities, and for assuring that national activites are carried out in conformity with the provisions set forth in the present Treaty. The activities of non-governmental entities in outer space, including the moon and other celestial bodies, shall require authorization and continuing supervision by the appropriate State Party to the Treaty. When activities are carried on in outer space, including the moon and other celestial bodies, by an international organization, responsibility for compliance with this Treaty shall be borne by the international organization and by the States Parties to the Treaty participating in such organization.

ARTICLE VII

Each State Party to the Treaty that launches or procures the launching of an object into outer space, including the moon and other celestial bodies, and each State Party from whose territory or facility an object is launched, is internationally liable for damage to another State Party to the Treaty or to its natural or juridical persons by such object or its component parts on the Earth, in air space or in outer space, including the moon and other celestial bodies.

ARTICLE VIII

A State Party to the Treaty on whose registry an object launched into outer space is carried shall retain jurisdiction and control over such object, and over any personnel thereof, while in outer space or on a celestial body. Ownership of objects launched into outer space, including objects landed or constructed on a celestial body, and of their component parts, is not affected by their presence in outer space or on a celestial body or by their return to the Earth. Such objects or component parts found beyond the limits of the State Party to the Treaty on whose registry they are carried shall be returned to that State Party, which shall, upon request, furnish identifying data prior to their return.

ARTICLE IX

In the exploration and use of outer space, including the moon and other celestial bodies, States Parties to the Treaty shall be guided by the principle of co-operation and mutual assistance and shall conduct all their activities in outer space, including the moon and other celestial bodies, with due regard to the corresponding interests of all other States Parties to the Treaty. States Parties to the Treaty shall pursue studies of outer space, including the moon and other celestial bodies, and conduct exploration of them so as to avoid their harmful contamination and also adverse changes in the environment of the Earth resulting from the introduction of extraterrestrial matter and, where necessary, shall adopt appropriate measures for this purpose. If a State Party to the Treaty has reason to believe that an activity or experiment planned by it or its nationals in outer space, including the moon and other celestial bodies, would cause potentially harmful interference with activities of other States Parties in the peaceful exploration and use of outer space, including the moon and other celestial bodies, is shall undertake appropriate international consultations before proceeding with any such activity or experiment. A State Party to the Treaty which has reason to believe that an activity or experiment planned by another State Party in outer space, including the moon and other celestial bodies, would cause potentially harmful interference with activities in the peaceful exploration and use of outer space, including the moon and other celestial bodies, may request consultation concerning the activity or experiment.

ARTICLE X

In order to promote international co-operation in the exploration and use of outer space, including the moon and other celestial bodies, in conformity with the purposes of this Treaty, the States Parties to the Treaty shall consider on a basis of the equality any requests by other States Parties to the Treaty to be afforded an opportunity to observe the flight of space objects launched by those States.

The nature of such an opportunity for observation and conditions under which it could be afforded shall be determined by agreement between the States concerned.

ARTICLE XI

In order to promote international co-operation in the peaceful exploration and use of outer space, States Parties to the Treaty conducting activities in outer space, including the moon and other celestial bodies, agree to inform the Secretary-General of the United Nations as well as the public and the international scientific community to the greatest extent feasible and practicable, of the nature, conduct, locations and results of such activities. On receiving the said information, the Secretary-General of the United Nations should be prepared to disseminate it immediately and effectively.

ARTICLE XII

All stations, installations, equipment and space vehicles on the moon and other celestial bodies shall be open to representatives of other States Parties to the Treaty on a basis of reciprocity. Such representatives shall give reasonable advance notice of a projected visit, in order that appropriate consultations may be held and that maximum precautions may be taken to assure safety and to avoid interference with normal operations in the facility to be visited.

ARTICLE XIII

The provisions of this Treaty shall apply to the activities of States Parties to the Treaty in the exploration and use of outer space, including the moon and other celestial bodies, whether such activities are carried on by a single State Party to the Treaty or jointly with other States, including cases where they are carried on within the framework of international inter-governmental organizations.

Any practical questions arising in connection with activities carried on by international inter-governmental organizations in the exploration and use of outer space, including the moon and other celestial bodies, shall be resolved by the States Parties to the Treaty either with the appropriate international organization or with one or more States members of that international organization, which are Parties to this Treaty.

ARTICLE XIV

1. This Treaty shall be open to all States for signature. Any State which does not sign this Treaty before its entry into force in accordance with paragraph 3 of this article may accede to it at any time.

2. This Treaty shall be subject to ratification by signatory States. Instruments of ratification and instruments of accession shall be deposited with the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics, which are hereby designated the Depositary Governments.

3. This Treaty shall enter into force upon the deposit of instruments of ratification by five Governments including the Governments designated as Depositary Governments under this Treaty.

4. For States whose instruments of ratification or accession are deposited subsequent to the entry into force of this Treaty, is shall enter into force on the date of the deposit of their instruments of ratification or accession.

5. The Depositary Governments shall promptly inform all signatory and acceding States of the date of each signature, the date of deposit of each instrument of ratification of and accession to this Treaty, the date of its entry into force and other notices.

6. This Treaty shall be registered by the Depositary Governments pursuant to Article 102 of the Charter of the United Nations.

ARTICLE XV

Any State Party to the Treaty may propose amendments to this Treaty. Amendments shall enter into force for each State party to the Treaty accepting the amendment upon their acceptance by a majority of the States Parties to the Treaty and thereafter for each remaining State Party to the Treaty on the date of acceptance by it.

ARTICLE XVI

Any State Party to the Treaty may give notice of its withdrawal from the Treaty one year after its entry into force by written notification to the Depositary Governments. Such withdrawal shall take effect one year from the date of receipt of this notification.

ARTICLE XVII

This Treaty, of which the English, Russian, French, Spanish and Chinese texts are equally authentic, shall be deposited in the archives of the Depositary Governments. Duly certified copies of this Treaty shall be transmitted by the Depositary Governments to the Governments of the signatory and acceding States.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed this Treaty.

DONE in triplicate, at the cities of Washington, London and Moscow, this twenty-seventh day of January one thousand nine hundred sixty-seven.

SIGNATORIES TO THE OUTER SPACE TREATY

Afghanistan[1]
Antigua and Barbuda
Argentina
Australia
Austria
Bahamas
Bangladesh
Barbados
Belgium
Benin
Bolivia[1]
Botswana[1]
Brazil[2]
Brunei
Bulgaria
Burkina Faso
Burma
Burundi[1]
Byelorussian SSR[3]
Cameroon[1]
Canada
Central African Republic[1]
Chile
China, People's Republic of
Colombia[1]
Cuba
Cyprus
Czechoslovakia
Denmark
Dominica
Dominican Republic
Ecuador
Egypt
El Salvador
Ethiopia[1]
Fiji
Finland
France
Gambia[1]
German Democratic Republic
Germany, Federal Republic of
Ghana[1]
Greece
Grenada
Guinea-Bissau
Guyana[1]
Haiti[1]
Honduras[1]
Hungary
Iceland
India
Indonesia[1]
Iran[1]
Iraq
Ireland
Israel
Italy
Jamaica
Japan
Jordan[1]
Kenya
Korea, People's Republic of
Korea, Republic of
Kuwait
Laos
Lebanon
Lesotho[1]
Libya
Luxembourg[1]
Madagascar[2]
Malaysia[1]
Mali
Mauritius
Mexico
Mongolia
Morocco
Nepal
Netherlands
New Zealand
Nicaragua[1]
Niger
Nigeria
Norway
Pakistan
Panama[1]
Papua New Guinea
Peru
Philippines[1]
Poland
Romania
Rwanda[1]
St. Christopher and Nevis
St. Lucia
San Marino
Saudi Arabia
Seychelles
Sierra Leone
Singapore
Solomon Islands
Somolia[1]
South Africa
Spain
Sri Lanka
Swaziland
Sweden
Switzerland
Syria
Thailand
Togo[1]
Tonga
Trinidad & Tobago[1]
Tunisia
Turkey
Uganda
Ukrainian SSR[3]
USSR
United Kingdom
United States
Uruguay
Vatican City[1]
Venezuela
Vietnam
Yemen (Aden)
Yugoslavia[1]
Zaire[1]
Zambia

Source: International Institute of Space Law, 1988 Report of the Standing Committee on the Status of International Agreements Relating to Activities in Outer Space. (Reprinted in *Space Policy,* February 1989, pp. 85–88)

[1] Signature is unratified.

[2] Signature is subject to specific reservations, statements or declarations.

[3] The United States considers this Republic as already covered by the signature affixed to the treaty by the U.S.S.R.

AGREEMENT ON THE RESCUE OF ASTRONAUTS, THE RETURN OF ASTRONAUTS AND THE RETURN OF OBJECTS LAUNCHED INTO OUTER SPACE

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Astronaut Assistance and Return Agreement[1]

Text of the Agreement on the Rescue of Astronauts, the Return of Astronauts and the return of Objects Launched into Outer Space; Signed at Washington, London and Moscow, April 22, 1968; Ratification advised by the Senate, October 8, 1968; Ratification by the President of the United States, October 18, 1968; Ratifications of the Government of the United States, the United Kingdom and the Union of Soviet Socialist Republics deposited with the said Governments at Washington, London, and Moscow, December 3, 1968; Proclaimed by the President, December 3, 1968; Entered into Force, December 3, 1968

The Contracting Parties,

Noting the great importance of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies, which calls for the rendering of all possible assistance to astronauts in the event of accident, distress or emergency landing, the prompt and safe return of astronauts, and the return of objects launched into outer space,

Desiring to develop and give further concrete expression to those duties,

Wishing to promote international co-operation in the peaceful exploration and use of outer space,

Prompted by sentiments of humanity,

Have agreed on the following:

ARTICLE 1

Each Contracting Party which receives information or discovers that the personnel of a spacecraft have suffered accident or are experiencing conditions of distress or have made an emergency or unintended landing in territory under its jurisdiction or on the high seas or in any other place not under the jurisdiction of any State shall immediately:

(a) Notify the launching authority or, if it cannot identify and immediately communicate with the launching authority, immediately make a public announcement by all appropriate means of communication at its disposal;

(b) Notify the Secretary-General of the United Nations, who should disseminate the information without delay by all appropriate means of communication at his disposal.

ARTICLE 2

If, owing to accident, distress, emergency or unintended landing, the personnel of a spacecraft land in territory under the jurisdiction of the Contracting Party, it shall immediately take all possible steps to rescue them and render them all necessary assistance. It shall inform the launching authority and also the Secretary-General of the United Nations of the steps it is taking and of their progress. If assistance by the launching authority would help to effect a prompt rescue or would contribute substantially to the effectiveness of search and rescue operations, the launching authority shall co-operate with the Contracting Party with a view to the effective conduct of search and rescue operations. Such operations shall be subject to the direction and control of the Contracting Party, which shall act in close and continuing consultation with the launching authority.

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[1] 18 UST 7570; TIAS 6599

ARTICLE 3

If the information is received or it is discovered that the personnel of a spacecraft have alighted on the high seas on in any other place not under the jurisdiction of any State, those Contracting Parties which are in a position to do so shall, if necessary, extend assistance in search and rescue operations for such personnel to assure their speedy rescue. They shall inform the launching authority and the Secretary-General of the United Nations of the steps they are taking and of their progress.

ARTICLE 4

If, owing to accident, distress, emergency or unintended landing, the personnel of a spacecraft land in territory under the jurisdiction of a Contracting Party or have been found on the high seas or in any other place under the jurisdiction of any State, they shall be safely and promptly returned to representatives of the launching authority.

ARTICLE 5

1. Each Contracting Party which receives information or discovers that a space object or its component parts had returned to Earth in territory under its jurisdiction or on the high seas or in any other place not under the jurisdiction of any State, shall notify the launching authority and the Secretary-General of the United Nations.

2. Each Contracting Party having jurisdiction over the territory on which a space object or its component parts has been discovered shall, upon the request of the launching authority and with assistance from that authority if requested, take such steps as it finds practicable to recover the object or component parts.

3. Upon request of the launching authority, objects launched into outer space or their component parts found beyond the territorial limits of the launching authority shall be returned to or held at the disposal or representatives of the launching authority, which shall, upon request, furnish identifying data prior to their return.

4. Notwithstanding paragraphs 2 and 3 of this article, a Contracting Party which has reason to believe that a space object or its component parts discovered in territory under its jurisdictions, or recovered by it elsewhere, is of a hazardous or deleterious nature may so notify the launching authority, which shall immediately

take effective steps, under the direction and control of the said Contracting Party, to eliminate possible danger of harm.

5. Expenses incurred in fulfilling obligations to recover and return a space object or its component parts under paragraphs 2 and 3 of this article shall be borne by the launching authority.

ARTICLE 6

For the purposes of this Agreement, the term "launching authority" shall refer to the State responsible for launching, or, where an international inter-governmental organization is responsible for launching, that organization, provided that that organization declares its acceptance of the rights and obligations provided for in this Agreement and a majority of the States members of that organization are Contracting Parties to this Agreement and to the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies.

ARTICLE 7

1. This Agreement shall be open to all States for signature. Any State which does not sign this Agreement before its entry into force in accordance with paragraph 3 of this article may accede to it at any time.

2. This Agreement shall be subject to ratification by signatory States. Instruments of ratification and instruments of accession shall be deposited with the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland and the Union of Soviet Socialist Republics, which are hereby designated the Depositary Governments.

3. This Agreement shall enter into force upon the deposit of instruments of ratification by five Governments including the Governments designated as Depositary Governments under this Agreement.

4. For States whose instruments of ratification or accession are deposited subsequent to the entry into force of this Agreement, it shall enter into force on the date of the deposit of their instruments of ratification or accession.

5. The Depositary Governments shall promptly inform all signatory and acceding States of the date of each signature, the date of deposit of each instrument of ratification of and accession to this Agreement, the date of its entry into force and other notices.

6. This Agreement shall be registered by the Depository Governments pursuant to Article 102 of the Charter of the United Nations.

ARTICLE 8

Any State Party to the Agreement may propose amendments to this Agreement. Amendments shall enter into force for each State Party to the Agreement accepting the amendments upon their acceptance by a majority of the State Parties to the Agreement and thereafter for each remaining State Party to the Agreement on the date of acceptance by it.

ARTICLE 9

Any State Party to the Agreement may give notice of its withdrawal from the Agreement one year after its entry into force by written notification to the Depositary Governments. Such withdrawal shall take effect one year from the date of receipt of this notification.

ARTICLE 10

This Agreement, of which the English, Russian, French, Spanish and Chinese texts are equally authentic, shall be deposited in the archives of the Depositary Governments. Duly certified copies of this Agreement shall be transmitted by the Depository Government to the Governments of the signatory and acceding States.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed this Treaty.

SIGNATORIES TO THE ASTRONAUT RESCUE AND RETURN AGREEMENT

Antigua and Barbuda
Argentina
Australia
Austria
Bahamas
Barbados
Belgium
Bolivia[1]
Botswana
Brazil
Brunei
Bulgaria
Burma[1]
Byelorussian SSR[2]
Cameroon
Canada
Chile
China, People's Republic of
Colombia[1]
Costa Rica[1]
Cuba
Cyprus
Czechoslovakia
Denmark
Dominica
Dominican Republic[1]
Ecuador
Egypt
El Salvador
Fiji
Finland
France
Gabon
Gambia
German Democratic Republic
Germany, Federal Republic of
Ghana[1]
Greece
Grenada
Guinea-Bissau
Guyana
Haiti[1]
Hungary
Iceland
India
Iran
Iraq
Ireland
Israel
Italy
Jamaica[1]
Japan
Jordan[1]
Korea, People's Republic of
Korea, Republic of
Kuwait
Laos
Lebanon
Lesotho[1]
Luxembourg[1]
Madagascar
Malaysia[1]
Maldives
Mauritius
Mexico
Mongolia
Morocco
Nepal
Netherlands
New Zealand
Nicaragua[1]
Niger
Nigeria
Norway
Pakistan
Panama
Papua New Guinea
Peru
Philippines[1]
Poland
Romania
Rwanda[1]
St. Christopher and Nevis
St. Lucia
San Marino
Seychelles
Sierra Leone[1]
Singapore
Solomon Islands
Somolia[1]
South Africa
Swaziland
Sweden
Switzerland
Syria
Thailand
Tonga
Tunisia
Turkey[1]
Ukrainian SSR[2]
USSR
United Kingdom
United States
Uruguay
Venezuela[1]
Yemen (Aden)
Yugoslavia
Zaire[1]
Zambia

Source: International Institute of Space Law, 1988 Report of the Standing Committee on the Status of International Agreements Relating to Activities in Outer Space. (Reprinted in *Space Policy*, February 1989, pp. 85–88)

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[1] Signature is unratified.

[2] The United States considers this Republic as already covered by the signature affixed to the treaty by the U.S.S.R.

CONVENTION ON INTERNATIONAL LIABILITY FOR DAMAGE CAUSED BY SPACE OBJECTS

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Signatories 71

Convention on International Liability for Damage Caused by Space Objects

Done at Washington, London, and Moscow March 29, 1972; Ratification advised by the Senate October 6, 1972; Ratification by the President of the United States of America May 18, 1973; Ratifications of the Government of the United States, the United Kingdom, and the Union of Soviet Socialist Republics deposited with the said Governments at Washington, London and Moscow October 9, 1973; Proclaimed by the President of the United States November 21, 1973; Entered into force October 9, 1973 [1]

The States Parties to this Convention,

Recognizing the common interest of all mankind in furthering the exploration and use of outer space for peaceful purposes,

Recalling the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies,

Taking into consideration that, notwithstanding the precautionary measures to be taken by States and international intergovernmental organizations involved in the launching of space objects, damage may on occasion be caused by such objects,

Recognizing the need to elaborate effective international rules and procedures concerning liability for damage caused by space objects and to ensure, in particular, the prompt payment under the terms of this Convention of a full and equitable measure of compensation to victims of such damage,

Believing that the establishment of such rules and procedures will contribute to the strengthening of international cooperation in the field of the exploration and use of outer space for peaceful purposes,

Have agreed on the following:

ARTICLE I

For the purposes of this Convention:

(*a*) The term "damage" means loss of life, personal injury or other impairment of health; or loss of or damage to property of States or of persons, natural or juridical, or property of international intergovernmental organizations;

(*b*) The term "launching" includes attempted launching;

(*c*) The term "launching State" means:

(*i*) A State which launches or procures the launching of a space object;

(*ii*) A State from whose territory or facility a space object is launched;

(*d*) The term "space object" includes component parts of a space object as well as its launch vehicle and parts thereof.

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[1] 24 UST 2389, TIAS 7762.

ARTICLE II

A launching State shall be absolutely liable to pay compensation for damage caused by its space object on the surface of the Earth or to aircraft in flight.

ARTICLE III

In the event of damage being caused elsewhere than on the surface of the Earth to a space object of one launching State or to persons or property on board such a space object by a space object of another launching State, the latter shall be liable only if the damage is due to its fault or the fault of persons for whom it is responsible.

ARTICLE IV

1. In the event of damage being caused elsewhere than on the surface of the Earth to a space object of one launching State or to persons or property on board such a space object by a space object of another launching State, and of damage thereby being caused to a third State or to its natural or juridical persons, the first two States shall be jointly and severally liable to the third State, to the extent indicated by the following:

(*a*) If the damage has been caused to the third State on the surface of the Earth or to aircraft in flight, their liability to the third State shall be absolute;

(*b*) If the damage has been caused to a space object of the third State or to persons or property on board that space object elsewhere than on the surface of the Earth, their liability to the third State shall be based on the fault of either of the first two States or on the fault of persons for whom either is responsible.

2. In all cases of joint and several liability referred to in paragraph 1 of this article, the burden of compensation for the damage shall be apportioned between the first two States in accordance with the extent to which they were at fault; if the extent of the fault of each of these States cannot be established, the burden of compensation shall be apportioned equally between them. Such apportionment shall be without prejudice to the right of the third State to seek the entire compensation due under this Convention from any or all of the launching States which are jointly and severally liable.

ARTICLE V

1. Whenever two or more States jointly launch a space object, they shall be jointly and severally liable for any damage caused.

2. A launching State which has paid compensation for damage shall have the right to present a claim for indemnification to other participants in the joint launching. The participants in a joint launching may conclude agreements regarding the apportioning among themselves of the financial obligation in respect of which they are jointly and severally liable. Such agreements shall be without prejudice to the right of a State sustaining damage to seek

the entire compensation due under this Convention from any or all of the launching States which are jointly and severally liable.

3. A State from whose territory or facility a space object is launched shall be regarded as a participant in a joint launching.

ARTICLE VI

1. Subject to the provisions of paragraph 2 of this article, exoneration from absolute liability shall be granted to the extent that a launching State establishes that the damage has resulted either wholly or partially from gross negligence or from an act or omission done with intent to cause damage on the part of a claimant State or of natural or juridical persons it represents.

2. No exoneration whatever shall be granted in cases where the damage has resulted from activities conducted by a launching State which are not in conformity with international law including, in particular, the Chapter of the United Nations and the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies.

ARTICLE VII

The provisions of this Convention shall not apply to damage caused by a space object of a launching State to:

(*a*) Nationals of that launching State;

(*b*) Foreign nationals during such time as they are participating in the operation of that space object from the time of its launching or at any stage thereafter until its descent, or during such time as they are in the immediate vicinity of a planned launching or recovery area as the result of an invitation by that launching State.

ARTICLE VIII

1. A State which suffers damage, or whose natural or juridical persons suffer damage, may present to a launching State a claim for compensation for such damage.

2. If the State of nationality has not presented a claim, another State may, in respect of damage sustained in its territory by any natural or juridical person, present a claim to a launching State.

3. If neither the State of nationality nor the State in whose territory the damage was sustained has presented a claim or notified its intention of presenting a claim, another State may, in respect of damage sustained by its permanent residents, present a claim to a launching State.

ARTICLE IX

A claim for compensation for damages shall be presented to a launching State through diplomatic channels. If a State does not maintain diplomatic relations with the launching State concerned, it may request another State to present its claim to that launching State or otherwise represent its interests under this Convention. It may also present its claim through the Secretary-General of the

United Nations, provided the claimant State and the launching State are both Members of the United Nations.

ARTICLE X

1. A claim for compensation for damage may be presented to a launching State not later than one year following the date of the occurrence of the damage or the identification of the launching State which is liable.

2. If, however, a State does not know of the occurrence of the damage or has not been able to identify the launching State which is liable, it may present a claim within one year following the date on which it learned of the aforementioned facts; however, this period shall in no event exceed one year following the date on which the State could reasonably be expected to have learned of the facts through exercise of due diligence.

3. The time-limits specified in paragraphs 1 and 2 of this article shall apply even if the full extent of the damage may not be known. In this event, however, the claimant State shall be entitled to revise the claim and submit additional documentation after the expiration of such time-limits until one year after the full extent of the damage is known.

ARTICLE XI

1. Presentation of a claim to a launching State for compensation for damage under this Convention shall not require the prior exhaustion of any local remedies which may be available to a claimant State or to natural or juridical persons it represents.

2. Nothing in this Convention shall prevent a State, or natural or juridical persons it might represent, from pursuing a claim in the courts or administrative tribunals or agencies of a launching State. A State shall not, however, be entitled to present a claim under this Convention in respect of the same damage for which a claim is being pursued in the courts or administrative tribunals or agencies of a launching State or under another international agreement which is binding on the States concerned.

ARTICLE XII

The compensation which the launching State shall be liable to pay for damage under this Convention shall be determined in accordance with international law and the principles of justice and equity, in order to provide such reparation in respect of the damage as will restore the person, natural or juridical, State or international organization on whose behalf the claim is presented to the condition which would have existed if the damage had not occurred.

ARTICLE XIII

Unless the claimant State and the State from which compensation is due under this Convention agree on another form of compensation, the compensation shall be paid in the currency of the claimant State or, if that State so requests, in the currency of the State from which compensation is due.

Article XIV

If no settlement of a claim is arrived at through diplomatic negotiations as provided for in article IX, within one year from the date on which the claimant State notifies the launching State that it has submitted the documentation of its claim, the parties concerned shall establish a Claims Commission at the request of either party.

Article XV

1. The Claims Commission shall be composed of three members: one appointed by the claimant State, one appointed by the launching State and the third member, the Chairman, to be chosen by both parties jointly. Each party shall make its appointment within two months of the request for the establishment of the Claims Commission.

2. If no agreement is reached on the choice of the Chairman within four months of the request for the establishment of the Commission, either party may request the Secretary-General of the United Nations to appoint the Chairman within a further period of two months.

Article XVI

1. If one of the parties does not make its appointment within the stipulated period, the Chairman shall, at the request of the other party, constitute a single-member Claims Commission.

2. Any vacancy which may arise in the Commission for whatever reason shall be filled by the same procedure adopted for the original appointment.

3. The Commission shall determine its own procedure.

4. The Commission shall determine the place or places where it shall sit and all other administrative matters.

5. Except in the case of decisions and awards by a single-member Commission, all decisions and awards of the Commission shall be by majority vote.

Article XVII

No increase in the membership of the Claims Commission shall take place by reason of two or more claimant States or launching States being joined in any one proceeding before the Commission. The claimant States so joined shall collectively appoint one member of the Commission in the same manner and subject to the same conditions as would be the case for a single claimant State. When two or more launching States are so joined, they shall collectively appoint one member of the Commission in the same way. If the claimant States or the launching States do not make the appointment within the stipulated period, the Chairman shall constitute a single-member Commission.

ARTICLE XVIII

The Claims Commission shall decide the merits of the claim for compensation and determine the amount of compensation payable, if any.

ARTICLE XIX

1. The Claims Commission shall act in accordance with the provisions of article XII.

2. The decision of the Commission shall be final and binding if the parties have so agreed; otherwise the Commission shall render a final and recommendatory award, which the parties shall consider in good faith. The Commission shall state the reasons for its decision or award.

3. The Commission shall give its decision or award as promptly as possible and no later than one year from the date of its establishment, unless an extension of this period is found necessary by the Commission.

4. The Commission shall make its decision or award public. It shall deliver a certified copy of its decision or award to each of the parties and to the Secretary-General of the United Nations.

ARTICLE XX

The expenses in regard to the Claims Commission shall be borne equally by the parties, unless otherwise decided by the Commission.

ARTICLE XXI

If the damage caused by a space object presents a large-scale danger to human life or seriously interferes with the living conditions of the population or the functioning of vital centers, the States Parties, and in particular the launching State, shall examine the possibility of rendering appropriate and rapid assistance to the State which has suffered the damage, when it so requests. However, nothing in this article shall affect the rights or obligations of the States Parties under this Convention.

ARTICLE XXII

1. In this Convention, with the exception of articles XXIV to XXVII, references to States shall be deemed to apply to any international intergovernmental organization which conducts space activities if the organization declares its acceptance of the rights and obligations provided for in this Convention and if a majority of the States members of the organization are States Parties to this Convention and to the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies.

2. States members of any such organization which are States Parties to this Convention shall take all appropriate steps to ensure that the organization makes a declaration in accordance with the preceding paragraph.

3. If an international intergovernmental organization is liable for damage by virtue of the provisions of this Convention, that organization and those of its members which are States Parties to this Convention shall be jointly and severally liable; provided, however, that:

(*a*) Any claim for compensation in respect to such damage shall be first presented to the organization;

(*b*) Only where the organization has not paid, within a period of six months, any sum agreed or determined to be due as compensation for such damage, may the claimant State invoke the liability of the members which are States Parties to this Convention for the payment of that sum.

4. Any claim, pursuant to the provisions of this Convention, for compensation in respect of damage caused to an organization which has made a declaration in accordance with paragraph 1 of this article shall be presented by a State member of the organization which is a State Party to this Convention.

ARTICLE XXIII

1. The provisions of this Convention shall not affect other international agreements in force insofar as relations between the States Parties to such agreements are concerned.

2. No provision of this Convention shall prevent States from concluding international agreements reaffirming, supplementing or extending its provisions.

ARTICLE XXIV

1. This Convention shall be open to all States for signature. Any State which does not sign this Convention before its entry into force in accordance with paragraph 3 of this article may accede to it at any time.

2. This Convention shall be subject to ratification by signatory States. Instruments of ratification and instruments of accession shall be deposited with the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland and the Union of Soviet Socialist Republics, which are hereby designated the Depositary Governments.

3. This Convention shall enter into force on the deposit of the fifth instrument of ratification.

4. For States whose instruments of ratification or accession are deposited subsequent to the entry into force of this Convention, it shall enter into force on the date of the deposit of their instruments of ratification or accession.

5. The Depositary Governments shall promptly inform all signatory and acceeding States of the date of each signature, the date of deposit of each instrument of ratification of and accession to this Convention, the date of its entry into force and other notices.

6. This Convention shall be registered by the Depositary Governments pursuant to Article 102 of the Charter of the United Nations.

Article XXV

Any State Party to this Convention may propose amendments to this Convention. Amendments shall enter into force for each State Party to the Convention accepting the amendments upon their acceptance by a majority of the States Parties to the Convention and thereafter for each remaining State Party to the Convention on the date of acceptance by it.

Article XXVI

Ten years after the entry into force of this Convention, the question of the review of this Convention shall be included in the provisional agenda of the United Nations General Assembly in order to consider, in the light of past application of the Convention, whether it requires revision. However, at any time after the Covention has been in force for five years, and at the request of one third of the States Parties to the Convention, and with the concurrence of the majority of the States Parties, a conference of the States Parties shall be convened to review this Convention.

Article XXVII

Any State Party to this Convention may give notice of its withdrawal from the Convention one year after its entry into force by written notification to the Depositary Governments. Such withdrawal shall take effect one year from the date of receipt of this notification.

Article XXVIII

This Convention, of which the English, Russian, French, Spanish and Chinese texts are equally authentic, shall be deposited in the archives of the Depositary Governments. Duly certified copies of this Convention shall be transmitted by the Depositary Governments to the Governments of the signatory and acceding States.

In witness whereof the undersigned, duly authorized, have signed this Convention.

Done in triplicate, at the cities of Washington, London and Moscow, this twenty-ninth day of March, one thousand nine hundred and seventy-two.

SIGNATORIES TO THE LIABILITY CONVENTION

- Algeria [1]
- Antigua and Barbuda
- Argentina
- Australia
- Austria [2]
- Belgium
- Benin
- Botswana
- Brazil
- Bulgaria
- Burundi [1]
- Byelorussian SSR [3]
- Canada [2]
- Central African Republic [1]
- Chile
- China, People's Republic of
- Colombia [1]
- Costa Rica [1]
- Cuba
- Cyprus
- Czechoslovakia
- Denmark [2]
- Dominica
- Dominican Republic
- Ecuador
- Egypt [1]
- El Salvador [1]
- Ethiopia
- Fiji
- Finland
- France
- Gabon
- Gambia [1]
- German Democratic Republic
- Germany, Federal Republic of
- Ghana [1]
- Greece
- Grenada
- Guatemala [1]
- Haiti [1]
- Honduras [1]
- Hungary
- Iceland [1]
- India
- Iran
- Iraq
- Ireland [2]
- Israel
- Italy
- Japan
- Jordan [1]
- Kenya
- Korea, People's Republic of
- Korea, Republic of
- Kuwait
- Laos
- Lebanon [1]
- Liechtenstein
- Luxembourg
- Mali
- Malta
- Mexico
- Mongolia
- Morocco
- Nepal [1]
- Netherlands
- New Zealand [2]
- Nicaragua [1]
- Niger
- Norway [1]
- Oman [1]
- Pakistan
- Panama
- Papua New Guinea
- Peru [1]
- Philippines [1]
- Poland
- Qatar
- Romania
- Rwanda [1]
- St. Christopher and Nevis
- St. Lucia
- St. Vincent and the Grenadines
- Saudi Arabia
- Senegal
- Seychelles
- Sierra Leone [1]
- Singapore
- Solomon Islands
- South Africa [1]
- Spain
- Sri Lanka
- Sweden [2]
- Switzerland
- Syria
- Tanzania [1]
- Togo
- Trinidad and Tobago
- Tunisia
- Ukrainian SSR [3]
- USSR
- United Kingdom
- United States
- Uruguay
- Venezuela
- Yugoslavia
- Zaire [1]
- Zambia

Source: International Institute of Space Law, 1988 Report of the Standing Committee on the Status of International Agreements Relating to Activities in Outer Space. (Reprinted in *Space Policy*, February 1989, pp. 85–88)

[1] Signature is unratified.

[2] Signature is subject to specific reservations, statements or declarations.

[2] The United States considers this Republic as already covered by the signature affixed to the treaty by the U.S.S.R.

CONVENTION ON THE REGISTRATION OF OBJECTS LAUNCHED INTO OUTER SPACE

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CONVENTION ON REGISTRATION OF OBJECTS LAUNCHED INTO OUTER SPACE

The States Parties to this Convention,

Recognizing the common interest of all mankind in furthering the exploration and use of outer space for peaceful purposes,

Recalling that the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies of 27 January 1967 affirms that States shall bear international responsibility for their national activities in outer space and refers to the State on whose registry an object launched into outer space is carried,

Recalling also that the Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space of 22 April 1968 provides that a launching authority shall, upon request, furnish identifying data prior to the return of an object it has launched into outer space found beyond the territorial limits of the launching authority,

Recalling further that the Convention on International Liability for Damage Caused by Space Objects of 29 March 1972 establishes international rules and procedures concerning the liability of launching States for damage caused by their space objects,

Desiring, in the light of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, to make provision for the national registration by launching States of space objects launched into outer space,

Desiring further that a central register of objects launched into outer space be established and maintained, on a mandatory basis, by the Secretary-General of the United Nations,

Desiring also to provide for States Parties additional means and procedures to assist in the identification of space objects,

Believing that a mandatory system of registering objects launched into outer space would, in particular, assist in their identification and would contribute to the application and development of international law governing the exploration and use of outer space,

Have agreed on the following:

ARTICLE I

For the purposes of this Convention:

(*a*) The term "launching State" means:

(i) A State which launches or procures the launching of a space object;

(ii) A State from whose territory or facility a space object is launched;

(*b*) The term "space object" includes component parts of a space object as well as its launch vehicle and parts thereof;

(*c*) The term "State of registry" means a launching State on whose registry a space object is carried in accordance with article II.

ARTICLE II

1. When a space object is launched into orbit or beyond, the launching State shall register the space object by means of an entry in an appropriate registry which it shall maintain. Each launching State shall inform the Secretary-General of the United Nations of the establishment of such a registry.

2. Where there are two or more launching States in respect of any such space object, they shall jointly determine which one of them shall register the object in accordance with paragraph 1 of this article, bearing in mind the provisions of article VIII of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, and without prejudice to appropriate agreements concluded or to be concluded among the launching States on jurisdiction and control over the space object and over any personnel thereof.

3. The contents of each registry and the conditions under which it is maintained shall be determined by the State of registry concerned.

ARTICLE III

1. The Secretary-General of the United Nations shall maintain a Register in which the information furnished in accordance with article IV shall be recorded.

2. There shall be full and open access to the information in this Register.

ARTICLE IV

1. Each State of registry shall furnish to the Secretary-General of the United Nations, as soon as practicable, the following information concerning each space object carried on its registry:

(*a*) Name of launching State or States;

(*b*) An appropriate designator of the space object or its registration number;

(*c*) Date and territory or location of launch;

(*d*) Basic orbital parameters, including:

(*i*) Nodal period,

(*ii*) Inclination,

(*iii*) Apogee,

(*iv*) Perigee;

(*e*) General function of the space object.

2. Each State of registry may, from time to time, provide the Secretary-General of the United Nations with additional information concerning a space object carried on its registry.

3. Each State of registry shall notify the Secretary-General of the United Nations, to the greatest extent feasible and as soon as practicable, of space objects concerning which it has previously transmitted information, and which have been but no longer are in earth orbit.

ARTICLE V

Whenever a space object launched into earth orbit or beyond is marked with the designator or registration number referred to in article IV, paragraph 1 (*b*), or both, the State of registry shall notify the Secretary-General of this fact when submitting the information regarding the space object in accordance with article IV. In such case, the Secretary-General of the United Nations shall record this notification in the Register.

ARTICLE VI

Where the application of the provisions of this Convention has not enabled a State Party to identify a space object which has caused damage to it or to any of its natural or juridical persons, or which may be of a hazardous or deleterious nature, other States Parties, including in particular States possessing space monitoring and tracking facilities, shall respond to the greatest extent feasible to a request by that State Party, or transmitted through the Secretary-General on its behalf, for assistance under equitable and reasonable conditions in the identification of the object. A State Party making such a request shall, to the greatest extent feasible, submit information as to the time, nature and circumstances of the events giving rise to the request. Arrangements under which such assistance shall be rendered shall be the subject of agreement between the parties concerned.

ARTICLE VII

1. In this Convention, with the exception of articles VIII to XII inclusive, references to States shall be deemed to apply to any international intergovernmental organization which conducts space activities if the organization declares its acceptance of the rights and obligations provided for in this Convention and if a majority of the States members of the organization are States Parties to this Convention and to the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies.

2. States members of any such organization which are States Parties to this Convention shall take all appropriate steps to ensure that the organization makes a declaration in accordance with paragraph 1 of this article.

ARTICLE VIII

1. This Convention shall be open for signature by all States at United Nations Headquarters in New York. Any State which does not sign this Convention before its entry into force in accordance with paragraph 3 of this article may accede to it at any time.

2. This Convention shall be subject to ratification by signatory States. Instruments of ratification and instruments of accession shall be deposited with the Secretary-General of the United Nations.

3. This Convention shall enter into force among the States which have deposited instruments of ratification on the deposit of the fifth such instrument with the Secretary-General of the United Nations.

4. For States whose instruments of ratification or accession are deposited subsequent to the entry into force of the Convention, it shall enter into force on the date of the deposit of their instruments of ratification or accession.

5. The Secretary-General shall promptly inform all signatory and acceding States of the date of each signature, the date of deposit of each instrument of ratification of and accession to this Convention, the date of its entry into force and other notices.

ARTICLE IX

Any State Party to this Convention may propose amendments to the Convention. Amendments shall enter into force for each State Party to the Convention accepting the amendments upon their acceptance by a majority of the States Parties to the Convention and thereafter for each remaining State Party to the Convention on the date of acceptance by it.

ARTICLE X

Ten years after the entry into force of this Convention, the question of the review of the Convention shall be included in the provisional agenda of the United Nations General Assembly in order to consider, in the light of past application of the Convention, whether it requires revision. However, at any time after the Convention has been in force for five years, at the request of one third of the States Parties to the Convention and with the concurrence of the majority of the States Parties, a conference of the States Parties shall be convened to review this Convention. Such review shall take into account in particular any relevant technological developments, including those relating to the identification of space objects.

ARTICLE XI

Any State Party to this Convention may give notice of its withdrawal from the Convention one year after its entry into force by written notification to the Secretary-General of the United Nations. Such withdrawal shall take effect one year from the date of receipt of this notification.

ARTICLE XII

The original of this Convention, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall send certified copies thereof to all signatory and acceding States.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Convention, opened for signature at New York on * * *.

OUTER SPACE REGISTRATION CONVENTION

Convention on registration of objects launched into outer space. Opened for signature at New York January 14, 1975. Senate advice and consent to ratification June 21, 1976. Instrument of ratification signed by the President July 24, 1976.

Proclaimed by the President January 18, 1977. Ratification deposited September 15, 1976 (TIAS 8467.) Entered into force September 15, 1976.

SIGNATORIES TO THE REGISTRATION CONVENTION

Antigua and Barbuda
Argentina [1]
Australia
Austria
Belgium
Brunei
Bulgaria
Burundi [1]
Byelorussian SSR [2]
Canada
Chile
China, People's Republic of
Cuba
Cyprus
Czechoslovakia
Denmark
Dominica
France
German Democratic Republic
Germany, Federal Republic of
Hungary
India
Iran [1]
Japan
Korea, Republic of
Mexico
Mongolia
Netherlands
Nicaragua [1]
Niger
Pakistan
Peru
Poland
St. Christopher and Nevis
St. Lucia
St. Vincent and the Grenadines
Seychelles
Singapore [1]
Solomon Islands
Spain
Sweden
Switzerland
Ukrainian SSR [2]
USSR
United Kingdom
United States
Uruguay
Yugoslavia

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[*] Source: International Institute of Space Law, 1988 Report of the Standing Committee on the Status of International Agreements Relating to Activities in Outer Space. (Reprinted in *Space Policy*, February 1989, pp. 85–88)

[1] Signature is unratified.

[2] The United States considers this Republic as already covered by the signature affixed to the treaty by the U.S.S.R.

UNITED NATIONS

GENERAL
ASSEMBLY

Distr.
GENERAL

A/RES/34/68
14 December 1979

Thirty-fourth session
Agenda items 48 and 49

RESOLUTION ADOPTED BY THE GENERAL ASSEMBLY

/on the report of the Special Political Committee (A/34/664)/

34/68. Agreement Governing the Activities of States on the Moon and Other Celestial Bodies

The General Assembly,

Reaffirming the importance of international co-operation in the field of the exploration and peaceful uses of outer space, including the moon and other celestial bodies, and of promoting the rule of law in this field of human endeavour,

Recalling its resolution 2779 (XXVI) of 29 November 1971, in which it requested the Committee on the Peaceful Uses of Outer Space and its Legal Sub-Committee to consider the question of the elaboration of a draft international treaty concerning the moon, as well as its resolutions 2915 (XXVII) of 9 November 1972, 3182 (XXVIII) of 18 December 1973, 3234 (XXIX) of 12 November 1974, 3388 (XXX) of 18 November 1975, 31/8 of 8 November 1976, 32/196 A of 20 December 1977 and 33/16 of 10 November 1978, in which it, *inter alia*, encouraged the elaboration of the draft treaty relating to the moon,

Recalling, in particular, that in resolution 33/16 it endorsed the recommendation of the Committee on the Peaceful Uses of Outer Space that the Legal Sub-Committee at its eighteenth session should continue as a matter of priority its efforts to complete the draft treaty relating to the moon,

Having considered the relevant section of the report of the Committee on the Peaceful Uses of Outer Space on its twenty-second session, 1/ in particular paragraphs 62, 63 and 65,

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1/ Official Records of the General Assembly, Thirty-fourth Session, Supplement No. 20 (A/34/20).

Noting with satisfaction that the Committee on the Peaceful Uses of Outer Space, on the basis of the deliberations and recommendations of the Legal Sub-Committee, has completed the text of the draft Agreement Governing the Activities of States on the Moon and Other Celestial Bodies,

Having considered the text of the draft Agreement Governing the Activities of States on the Moon and Other Celestial Bodies,

1. *Commends* the Agreement Governing the Activities of States on the Moon and Other Celestial Bodies, the text of which is annexed to the present resolution;

2. *Requests* the Secretary-General to open the Agreement for signature and ratification at the earliest possible date;

3. *Expresses its hope* for the widest possible adherence to this Agreement.

89th plenary meeting
5 December 1979

ANNEX

Agreement Governing the Activities of States on the Moon and Other Celestial Bodies

The States Parties to this Agreement,

Noting the achievements of States in the exploration and use of the moon and other celestial bodies,

Recognizing that the moon, as a natural satellite of the earth, has an important role to play in the exploration of outer space,

Determined to promote on the basis of equality the further development of co-operation among States in the exploration and use of the moon and other celestial bodies,

Desiring to prevent the moon from becoming an area of international conflict,

Bearing in mind the benefits which may be derived from the exploitation of the natural resources of the moon and other celestial bodies,

Recalling the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, 2/ the Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space, 3/ the Convention on International Liability for Damage Caused by Space Objects, 4/ and the Convention on Registration of Objects Launched into Outer Space, 5/

Taking into account the need to define and develop the provisions of these international instruments in relation to the moon and other celestial bodies, having regard to further progress in the exploration and use of outer space,

Have agreed on the following:

Article 1

1. The provisions of this Agreement relating to the moon shall also apply to other celestial bodies within the solar system, other than the earth, except

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2/ General Assembly resolution 2222 (XXI), annex.

3/ General Assembly resolution 2345 (XXII), annex.

4/ General Assembly resolution 2777 (XXVI), annex.

5/ General Assembly resolution 3235 (XXIX), annex.

in so far as specific legal norms enter into force with respect to any of these celestial bodies.

2. For the purposes of this Agreement reference to the moon shall include orbits around or other trajectories to or around it.

3. This Agreement does not apply to extraterrestrial materials which reach the surface of the earth by natural means.

Article 2

All activities on the moon, including its exploration and use, shall be carried out in accordance with international law, in particular the Charter of the United Nations, and taking into account the Declaration on Principles of International Law concerning Friendly Relations and Co-operation among States in accordance with the Charter of the United Nations, 6/ adopted by the General Assembly on 24 October 1970, in the interest of maintaining international peace and security and promoting international co-operation and mutual understanding, and with due regard to the corresponding interests of all other States Parties.

Article 3

1. The moon shall be used by all States Parties exclusively for peaceful purposes.

2. Any threat or use of force or any other hostile act or threat of hostile act on the moon is prohibited. It is likewise prohibited to use the moon in order to commit any such act or to engage in any such threat in relation to the earth, the moon, spacecraft, the personnel of spacecraft or man-made space objects.

3. States Parties shall not place in orbit around or other trajectory to or around the moon objects carrying nuclear weapons or any other kinds of weapons of mass destruction or place or use such weapons on or in the moon.

4. The establishment of military bases, installations and fortifications, the testing of any type of weapons and the conduct of military manoeuvres on the moon shall be forbidden. The use of military personnel for scientific research or for any other peaceful purposes shall not be prohibited. The use of any equipment or facility necessary for peaceful exploration and use of the moon shall also not be prohibited.

Article 4

1. The exploration and use of the moon shall be the province of all mankind and shall be carried out for the benefit and in the interests of all

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6/ General Assembly resolution 2625 (XXV), annex.

countries, irrespective of their degree of economic or scientific development. Due regard shall be paid to the interests of present and future generations as well as to the need to promote higher standards of living and conditions of economic and social progress and development in accordance with the Charter of the United Nations.

2. States Parties shall be guided by the principle of co-operation and mutual assistance in all their activities concerning the exploration and use of the moon. International co-operation in pursuance of this Agreement should be as wide as possible and may take place on a multilateral basis, on a bilateral basis or through international intergovernmental organizations.

Article 5

1. States Parties shall inform the Secretary-General of the United Nations as well as the public and the international scientific community, to the greatest extent feasible and practicable, of their activities concerned with the exploration and use of the moon. Information on the time, purposes, locations, orbital parameters and duration shall be given in respect of each mission to the moon as soon as possible after launching, while information on the results of each mission, including scientific results, shall be furnished upon completion of the mission. In the case of a mission lasting more than sixty days, information on conduct of the mission, including any scientific results, shall be given periodically, at thirty-day intervals. For missions lasting more than six months, only significant additions to such information need be reported thereafter.

2. If a State Party becomes aware that another State Party plans to operate simultaneously in the same area of or in the same orbit around or trajectory to or around the moon, it shall promptly inform the other State of the timing of and plans for its own operations.

3. In carrying out activities under this Agreement, States Parties shall promptly inform the Secretary-General, as well as the public and the international scientific community, of any phenomena they discover in outer space, including the moon, which could endanger human life or health, as well as of any indication of organic life.

Article 6

1. There shall be freedom of scientific investigation on the moon by all States Parties without discrimination of any kind, on the basis of equality and in accordance with international law.

2. In carrying out scientific investigations and in furtherance of the provisions of this Agreement, the States Parties shall have the right to collect on and remove from the moon samples of its mineral and other substances.

Such samples shall remain at the disposal of those States Parties which caused them to be collected and may be used by them for scientific purposes. States Parties shall have regard to the desirability of making a portion of such samples available to other interested States Parties and the international scientific community for scientific investigation. States Parties may in the course of scientific investigations also use mineral and other substances of the moon in quantities appropriate for the support of their missions.

3. States Parties agree on the desirability of exchanging scientific and other personnel on expeditions to or installations on the moon to the greatest extent feasible and practicable.

Article 7

1. In exploring and using the moon, States Parties shall take measures to prevent the disruption of the existing balance of its environment, whether by introducing adverse changes in that environment, by its harmful contamination through the introduction of extra-environmental matter or otherwise. States Parties shall also take measures to avoid harmfully affecting the environment of the earth through the introduction of extraterrestrial matter or otherwise.

2. States Parties shall inform the Secretary-General of the United Nations of the measures being adopted by them in accordance with paragraph 1 of this article and shall also, to the maximum extent feasible, notify him in advance of all placements by them of radio-active materials on the moon and of the purposes of such placements.

3. States Parties shall report to other States Parties and to the Secretary-General concerning areas of the moon having special scientific interest in order that, without prejudice to the rights of other States Parties, consideration may be given to the designation of such areas as international scientific preserves for which special protective arrangements are to be agreed upon in consultation with the competent bodies of the United Nations.

Article 8

1. States Parties may pursue their activities in the exploration and use of the moon anywhere on or below its surface, subject to the provisions of this Agreement.

2. For these purposes States Parties may, in particular:

(a) Land their space objects on the moon and launch them from the moon;

(b) Place their personnel, space vehicles, equipment, facilities, stations and installations anywhere on or below the surface of the moon.

personnel, space vehicles, equipment, facilities, stations and installations may move or be moved freely over or below the surface of the moon.

3. Activities of States Parties in accordance with paragraphs 1 and 2 of this article shall not interfere with the activities of other States Parties on the moon. Where such interference may occur, the States Parties concerned shall undertake consultations in accordance with article 15, paragraphs 2 and 3, of this Agreement.

Article 9

1. States Parties may establish manned and unmanned stations on the moon. A State Party establishing a station shall use only that area which is required for the needs of the station and shall immediately inform the Secretary-General of the United Nations of the location and purposes of that station. Subsequently, at annual intervals that State shall likewise inform the Secretary-General whether the station continues in use and whether its purposes have changed.

2. Stations shall be installed in such a manner that they do not impede the free access to all areas of the moon of personnel, vehicles and equipment of other States Parties conducting activities on the moon in accordance with the provisions of this Agreement or of article I of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies. 2/

Article 10

1. States Parties shall adopt all practicable measures to safeguard the life and health of persons on the moon. For this purpose they shall regard any person on the moon as an astronaut within the meaning of article V of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies 2/ and as part of the personnel of a spacecraft within the meaning of the Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space. 3/

2. States Parties shall offer shelter in their stations, installations, vehicles and other facilities to persons in distress on the moon.

Article 11

1. The moon and its natural resources are the common heritage of mankind, which finds its expression in the provisions of this Agreement, in particular in paragraph 5 of this article.

2. The moon is not subject to national appropriation by any claim of sovereignty, by means of use or occupation, or by any other means.

3. Neither the surface nor the subsurface of the moon, nor any part thereof or natural resources in place, shall become property of any State, international intergovernmental or non-governmental organization, national organization or non-governmental entity or of any natural person. The placement of personnel, space vehicles, equipment, facilities, stations and installations on or below the surface of the moon, including structures connected with its surface or subsurface, shall not create a right of ownership over the surface or the subsurface of the moon or any areas thereof. The foregoing provisions are without prejudice to the international régime referred to in paragraph 5 of this article.

4. States Parties have the right to exploration and use of the moon without discrimination of any kind, on the basis of equality and in accordance with international law and the provisions of this Agreement.

5. States Parties to this Agreement hereby undertake to establish an international régime, including appropriate procedures, to govern the exploitation of the natural resources of the moon as such exploitation is about to become feasible. This provision shall be implemented in accordance with article 18 of this Agreement.

6. In order to facilitate the establishment of the international régime referred to in paragraph 5 of this article, States Parties shall inform the Secretary-General of the United Nations as well as the public and the international scientific community, to the greatest extent feasible and practicable, of any natural resources they may discover on the moon.

7. The main purposes of the international régime to be established shall include:

(a) The orderly and safe development of the natural resources of the moon;

(b) The rational management of those resources;

(c) The expansion of opportunities in the use of those resources;

(d) An equitable sharing by all States Parties in the benefits derived from those resources, whereby the interests and needs of the developing countries, as well as the efforts of those countries which have contributed either directly or indirectly to the exploration of the moon, shall be given special consideration.

8. All the activities with respect to the natural resources of the moon shall be carried out in a manner compatible with the purposes specified in paragraph 7 of this article and the provisions of article 6, paragraph 2, of this Agreement.

Article 12

1. States Parties shall retain jurisdiction and control over their personnel, space vehicles, equipment, facilities, stations and installations on the moon. The ownership of space vehicles, equipment, facilities, stations and installations shall not be affected by their presence on the moon.

2. Vehicles, installations and equipment or their component parts found in places other than their intended location shall be dealt with in accordance with article 5 of the Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space. 3/

3. In the event of an emergency involving a threat to human life, States Parties may use the equipment, vehicles, installations, facilities or supplies of other States Parties on the moon. Prompt notification of such use shall be made to the Secretary-General of the United Nations or the State Party concerned.

Article 13

A State Party which learns of the crash landing, forced landing or other unintended landing on the moon of a space object, or its component parts, that were not launched by it, shall promptly inform the launching State Party and the Secretary-General of the United Nations.

Article 14

1. States Parties to this Agreement shall bear international responsibility for national activities on the moon, whether such activities are carried out by governmental agencies or by non-governmental entities, and for assuring that national activities are carried out in conformity with the provisions of this Agreement. States Parties shall ensure that non-governmental entities under their jurisdiction shall engage in activities on the moon only under the authority and continuing supervision of the appropriate State Party.

2. States Parties recognize that detailed arrangements concerning liability for damage caused on the moon, in addition to the provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies 2/ and the Convention on International Liability for Damage Caused by Space Objects, 4/ may become necessary as a result of more extensive activities on the moon. Any such arrangements shall be elaborated in accordance with the procedure provided for in article 18 of this Agreement.

Article 15

1. Each State Party may assure itself that the activities of other States Parties in the exploration and use of the moon are compatible with the provisions of this Agreement. To this end, all space vehicles, equipment, facilities, stations and installations on the moon shall be open to other States Parties. Such States Parties shall give reasonable advance notice of a projected visit, in order that appropriate consultations may be held and that maximum precautions may be taken to assure safety and to avoid interference with normal operations in the facility to be visited. In pursuance of this article, any State Party may act on its own behalf or with the full or partial assistance of any other State Party or through appropriate international procedures within the framework of the United Nations and in accordance with the Charter.

2. A State Party which has reason to believe that another State Party is not fulfilling the obligations incumbent upon it pursuant to this Agreement or that another State Party is interfering with the rights which the former State has under this Agreement may request consultations with that State Party. A State Party receiving such a request shall enter into such consultations without delay. Any other State Party which requests to do so shall be entitled to take part in the consultations. Each State Party participating in such consultations shall seek a mutually acceptable resolution of any controversy and shall bear in mind the rights and interests of all States Parties. The Secretary-General of the United Nations shall be informed of the results of the consultations and shall transmit the information received to all States Parties concerned.

3. If the consultations do not lead to a mutually acceptable settlement which has due regard for the rights and interests of all States Parties, the parties concerned shall take all measures to settle the dispute by other peaceful means of their choice appropriate to the circumstances and the nature of the dispute. If difficulties arise in connexion with the opening of consultations or if consultations do not lead to a mutually acceptable settlement, any State Party may seek the assistance of the Secretary-General, without seeking the consent of any other State Party concerned, in order to resolve the controversy. A State Party which does not maintain diplomatic relations with another State Party concerned shall participate in such consultations, at its choice, either itself or through another State Party or the Secretary-General as intermediary.

Article 16

With the exception of articles 17 to 21, references in this Agreement to States shall be deemed to apply to any international intergovernmental organization which conducts space activities if the organization declares its acceptance of the rights and obligations provided for in this Agreement and if a majority of the States members of the organization are States Parties to this Agreement and to the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies. 2/ States members of any such organization which are States Parties to this Agreement shall take all appropriate steps to ensure that the organization makes a declaration in accordance with the provisions of this article.

Article 17

Any State Party to this Agreement may propose amendments to the Agreement. Amendments shall enter into force for each State Party to the Agreement accepting the amendments upon their acceptance by a majority of the States Parties to the Agreement and thereafter for each remaining State Party to the Agreement on the date of acceptance by it.

Article 18

Ten years after the entry into force of this Agreement, the question of the review of the Agreement shall be included in the provisional agenda of the General Assembly of the United Nations in order to consider, in the light of past application of the Agreement, whether it requires revision. However, at any time after the Agreement has been in force for five years, the Secretary-General of the United Nations, as depository, shall, at the request of one third of the States Parties to the Agreement and with the concurrence of the majority of the States Parties, convene a conference of the States Parties to review this Agreement. A review conference shall also consider the question of the implementation of the provisions of article 11, paragraph 5, on the basis of the principle referred to in paragraph 1 of that article and taking into account in particular any relevant technological developments.

Article 19

1. This Agreement shall be open for signature by all States at United Nations Headquarters in New York.

2. This Agreement shall be subject to ratification by signatory States. Any State which does not sign this Agreement before its entry into force in accordance with paragraph 3 of this article may accede to it at any time. Instruments of ratification or accession shall be deposited with the Secretary-General of the United Nations.

3. This Agreement shall enter into force on the thirtieth day following the date of deposit of the fifth instrument of ratification.

4. For each State depositing its instrument of ratification or accession after the entry into force of this Agreement, it shall enter into force on the thirtieth day following the date of deposit of any such instrument.

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5. The Secretary-General shall promptly inform all signatory and acceding States of the date of each signature, the date of deposit of each instrument of ratification or accession to this Agreement, the date of its entry into force and other notices.

Article 20

Any State Party to this Agreement may give notice of its withdrawal from the Agreement one year after its entry into force by written notification to the Secretary-General of the United Nations. Such withdrawal shall take effect one year from the date of receipt of this notification.

Article 21

The original of this Agreement, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall send certified copies thereof to all signatory and acceding States.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement, opened for signature at New York on 18 December 1979.

SIGNATORIES TO THE MOON TREATY

Australia
Austria
Chile
France [1]
Guatemala [1]
India [1]
Morocco [1]
Netherlands
Pakistan
Peru [1]
Philippines
Romania [1]
Uruguay

Source: International Institute of Space Law, 1988 Report of the Standing Committee on the Status of International Agreements Relating to Activities in Outer Space. (Reprinted in *Space Policy,* February 1989, pp. 85–88)

[1] Signature is unratified.

UNITED NATIONS

A

General Assembly

Distr.
GENERAL

A/RES/37/92
4 February 1983

Thirty-seventh session
Agenda items 62, 63 and 131

RESOLUTION ADOPTED BY THE GENERAL ASSEMBLY

[on the report of the Special Political Committee (A/37/646)]

37/92. Principles Governing the Use by States of Artificial Earth Satellites for International Direct Television Broadcasting

The General Assembly,

Recalling its resolution 2916 (XXVII) of 9 November 1972, in which it stressed the necessity of elaborating principles governing the use by States of artificial earth satellites for international direct television broadcasting, and mindful of the importance of concluding an international agreement or agreements,

Recalling further its resolutions 3182 (XXVIII) of 18 December 1973, 3234 (XXIX) of 12 November 1974, 3388 (XXX) of 18 November 1975, 31/8 of 8 November 1976, 32/196 of 20 December 1977, 33/16 of 10 November 1978, 34/66 of 5 December 1979 and 35/14 of 3 November 1980, and its resolution 36/35 of 18 November 1981 in which it decided to consider at its thirty-seventh session the adoption of a draft set of principles governing the use by States of artificial earth satellites for international direct television broadcasting,

Noting with appreciation the efforts made in the Committee on the Peaceful Uses of Outer Space and its Legal Sub-Committee to comply with the directives issued in the above-mentioned resolutions,

Considering that several experiments of direct broadcasting by satellite have been carried out and that a number of direct broadcasting satellite systems are operational in some countries and may be commercialized in the very near future.

Taking into consideration that the operation of international direct broadcasting satellites will have significant international political, economic, social and cultural implications, *Believing* that the establishment of principles for international direct television broadcasting will contribute to the strengthening of international co-operation in this field and further the purposes and principles of the Charter of the United Nations,

Adopts the Principles Governing the Use by States of Artificial Earth Satellites for International Direct Television Broadcasting set forth in the annex to the present resolution.

100th plenary meeting
10 December 1982

ANNEX

Principles Governing the Use by States of Artificial Earth Satellites for International Direct Television Broadcasting

A. Purposes and objectives

1. Activities in the field of international direct television broadcasting by satellite should be carried out in a manner compatible with the sovereign rights of States, including the principle of non-intervention, as well as with the right of everyone to seek, receive and impart information and ideas as enshrined in the relevant United Nations instruments.

2. Such activities should promote the free dissemination and mutual exchange of information and knowledge in cultural and scientific fields, assist in educational, social and economic development, particularly in the developing countries, enhance the qualities of life of all peoples and provide recreation with due respect to the political and cultural integrity of States.

3. These activities should accordingly be carried out in a manner compatible with the development of mutual understanding and the strengthening of friendly relations and co-operation among all States and peoples in the interest of maintaining international peace and security.

B. Applicability of international law

4. Activities in the field of international direct television broadcasting by satellite should be conducted in accordance with international law, including the Charter of the United Nations, the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, of 27 January 1967, the relevant provisions of the International Telecommunication Convention and its Radio Regulations and of international instruments relating to friendly relations and co-operation among States and to human rights.

C. Rights and benefits

5. Every State has an equal right to conduct activities in the field of international direct television broadcasting by satellite and to authorize such activities by persons and entities under its jurisdiction. All States and peoples are entitled to and should enjoy the benefits from such activities. Access to the technology in this field should be available to all States without discrimination on terms mutually agreed by all concerned.

D. International co-operation

6. Activities in the field of international direct television broadcasting by satellite should be based upon and encourage international co-operation. Such co-operation should be the subject of appropriate arrangements. Special consideration should be given to the needs of the developing countries in the use of international direct television broadcasting by satellite for the purpose of accelerating their national development.

E. Peaceful settlement of disputes

7. Any international dispute that may arise from activities covered by these principles should be settled through established procedures for the peaceful settlement of disputes agreed upon by the parties to the dispute in accordance with the provisions of the Charter of the United Nations.

F. State responsibility

8. States should bear international responsibility for activities in the field of international direct television broadcasting by satellite carried out by them or under their jurisdiction and for the conformity of any such activities with the principles set forth in this document.

9. When international direct television broadcasting by satellite is carried out by an international intergovernmental organization, the responsibility referred to in paragraph 8 above should be borne both by that organization and by the States participating in it.

G. Duty and right to consult

10. Any broadcasting or receiving State within an international direct television broadcasting satellite service established between them requested to do so by any other broadcasting or receiving State within the same service should promptly enter into consultations with the requesting State regarding its activities in the field of international direct television broadcasting by satellite, without prejudice to other consultations which these States may undertake with any other State on that subject.

H. Copyright and neighbouring rights

11. Without prejudice to the relevant provisions of international law, States should co-operate on a bilateral and multilateral basis for protection of copyright and neighbouring rights by means of appropriate agreements between the interested States or the competent legal entities acting under their jurisdiction. In such co-operation they should give special consideration to the interests of developing countries in the use of direct television broadcasting for the purpose of accelerating their national development.

I. Notification to the United Nations

12. In order to promote international co-operation in the peaceful exploration and use of outer space, States conducting or authorizing activities in the field of international direct television broadcasting by satellite should inform the Secretary-General of the United Nations, to the greatest extent possible, of the nature of such activities. On receiving this information, the Secretary-General should disseminate it immediately and effectively to the relevant specialized agencies, as well as to the public and the international scientific community.

J. Consultations and agreements between States

13. A State which intends to establish or authorize the establishment of an international direct television broadcasting satellite service shall without delay notify the proposed receiving State or States of such intention and shall promptly enter into consultation with any of those States which so requests.

14. An international direct television broadcasting satellite service shall only be established after the conditions set forth in paragraph 13 above have been met and on the basis of agreements and/or arrangements in conformity with the relevant instruments of the International Telecommunication Union and in accordance with these principles.

15. With respect to the unavoidable overspill of the radiation of the satellite signal, the relevant instruments of the International Telecommunication Union shall be exclusively applicable.

UNITED
NATIONS

A

General Assembly

Distr.
GENERAL

A/RES/41/65*
24 March 1987

Forty-first session
Agenda item 72

RESOLUTION ADOPTED BY THE GENERAL ASSEMBLY

[on the report of the Special Political Committee (A/41/751)]

41/65. Principles relating to remote sensing of the Earth from space

The General Assembly,

Recalling its resolution 3234 (XXIX) of 12 November 1974, in which it recommended that the Legal Sub-Committee of the Committee on the Peaceful Uses of Outer Space should consider the question of the legal implications of remote sensing of the Earth from space, as well as its resolutions 3388 (XXX) of 18 November 1975, 31/8 of 8 November 1976, 32/196 A of 20 December 1977, 33/16 of 10 November 1978, 34/66 of 5 December 1979, 35/14 of 3 November 1980, 36/35 of 18 November 1981, 37/89 of 10 December 1982, 38/80 of 15 December 1983, 39/96 of 14 December 1984 and 40/162 of 16 December 1985, in which it called for a detailed consideration of the legal implications of remote sensing of the Earth from space, with the aim of formulating draft principles relating to remote sensing,

Having considered the report of the Committee on the Peaceful Uses of Outer Space on the work of its twenty-ninth session 1/ and the text of the draft Principles Relating to Remote Sensing of the Earth from Space, annexed thereto,

Noting with satisfaction that the Committee on the Peaceful Uses of Outer Space, on the basis of the deliberations of its Legal Sub-Committee, has endorsed the text of the draft Principles Relating to Remote Sensing of the Earth from Space,

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* Reissued for technical reasons.

1/ *Official Records of the General Assembly, Forty-first Session, Supplement No. 20* (A/41/20 and Corr.1).

Believing that the adoption of the Principles Relating to Remote Sensing of the Earth from Space will contribute to the strengthening of international co-operation in this field,

Adopts the Principles Relating to Remote Sensing of the Earth from Space set forth in the annex to the present resolution.

95th plenary meeting
3 December 1986

ANNEX

Principles Relating to Remote Sensing of the Earth from Space

Principle I

For the purposes of these principles with respect to remote sensing activities:

(a) The term "remote sensing" means the sensing of the Earth's surface from space by making use of the properties of electromagnetic waves emitted, reflected or diffracted by the sensed objects, for the purpose of improving natural resources management, land use and the protection of the environment;

(b) The term "primary data" means the raw data that are acquired by remote sensors borne by a space object and that are transmitted or delivered to the ground from space by telemetry in the form of electromagnetic signals, by photographic film, magnetic tape or any other means;

(c) The term "processed data" means the products resulting from the processing of the primary data, needed to make such data usable;

(d) The term "analysed information" means the information resulting from the interpretation of processed data, inputs of data and knowledge from other sources;

(e) The term "remote sensing activities" means the operation of remote sensing space systems, primary data collection and storage stations, and activities in processing, interpreting and disseminating the processed data.

Principle II

Remote sensing activities shall be carried out for the benefit and in the interests of all countries, irrespective of their degree of economic, social or scientific and technological development, and taking into particular consideration the needs of the developing countries.

Principle III

Remote sensing activities shall be conducted in accordance with international law, including the Charter of the United Nations, the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, 2/ and the relevant instruments of the International Telecommunication Union.

Principle IV

Remote sensing activities shall be conducted in accordance with the principles contained in article I of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, which, in particular provides that the exploration and use of outer space shall be carried out for the benefit and in the interests of all countries, irrespective of their degree of economic or scientific development, and stipulates the principle of freedom of exploration and use of outer space on the basis of equality. These activities shall be conducted on the basis of respect for the principle of full and permanent sovereignty of all States and peoples over their own wealth and natural resources, with due regard to the rights and interests, in accordance with international law, of other States and entities under their jurisdiction. Such activities shall not be conducted in a manner detrimental to the legitimate rights and interests of the sensed State.

Principle V

States carrying out remote sensing activities shall promote international co-operation in these activities. To this end, they shall make available to other States opportunities for participation therein. Such participation shall be based in each case on equitable and mutually acceptable terms.

Principle VI

In order to maximize the availability of benefits from remote sensing activities, States are encouraged, through agreements or other arrangements, to provide for the establishment and operation of data collecting and storage stations and processing and interpretation facilities, in particular within the framework of regional agreements or arrangements wherever feasible.

Principle VII

States participating in remote sensing activities shall make available technical assistance to other interested States on mutually agreed terms.

2/ Resolution 2222 (XXI), annex.

Principle VIII

The United Nations and the relevant agencies within the United Nations system shall promote international co-operation, including technical assistance and co-ordination in the area of remote sensing.

Principle IX

In accordance with article IV of the Convention on Registration of Objects Launched into Outer Space [3] and article XI of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, a State carrying out a programme of remote sensing shall inform the Secretary-General of the United Nations. It shall, moreover, make available any other relevant information to the greatest extent feasible and practicable to any other State, particularly any developing country that is affected by the programme, at its request.

Principle X

Remote sensing shall promote the protection of the Earth's natural environment. To this end, States participating in remote sensing activities that have identified information in their possession that is capable of averting any phenomenon harmful to the Earth's natural environment shall disclose such information to States concerned.

Principle XI

Remote sensing shall promote the protection of mankind from natural disasters. To this end, States participating in remote sensing activities that have identified processed data and analysed information in their possession that may be useful to States affected by natural disasters, or likely to be affected by impending natural disasters, shall transmit such data and information to States concerned as promptly as possible.

Principle XII

As soon as the primary data and the processed data concerning the territory under its jurisdiction are produced, the sensed State shall have access to them on a non-discriminatory basis and on reasonable cost terms. The sensed State shall also have access to the available analysed information concerning the territory under its jurisdiction in the possession of any State participating in remote sensing activities on the same basis and terms, taking particularly into account the needs and interests of the developing countries.

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[3] Resolution 3235 (XXIX), annex.

Principle XIII

To promote and intensify international co-operation, especially with regard to the needs of developing countries, a State carrying out remote sensing of the Earth from space shall, upon request, enter into consultations with a State whose territory is sensed in order to make available opportunities for participation and enhance the mutual benefits to be derived therefrom.

Principle XIV

In compliance with article VI of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, States operating remote sensing satellites shall bear international responsibility for their activities and assure that such activities are conducted in accordance with these principles and the norms of international law, irrespective of whether such activities are carried out by governmental or non-governmental entities or through international organizations to which such States are parties. This principle is without prejudice to the applicability of the norms of international law on State responsibility for remote sensing activities.

Principle XV

Any dispute resulting from the application of these principles shall be resolved through the established procedures for the peaceful settlement of disputes.

SECTION 3

OTHER MULTILATERAL AGREEMENTS

TREATY BANNING NUCLEAR WEAPON TESTS IN THE ATMOSPHERE, IN OUTER SPACE AND UNDER WATER

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Treaty Banning Nuclear Weapon Tests in the Atmosphere, in Outer Space and Under Water[1]

Done at Moscow August 5, 1963;
Ratification advised by the Senate of the United States of America September 24, 1963;
Ratified by the President of the United States of America October 7, 1963;
Ratifications of the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics deposited with the said Governments at Washington, London, and Moscow October 10, 1963;
Proclaimed by the President of the United States of America October 10, 1963;
Entered into force October 10, 1963.

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[1] 14 UST 1313: TIAS 5433.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Treaty banning nuclear weapon tests in the atmosphere, in outer space and under water was signed at Moscow on August 5, 1963 by the respective plenipotentiaries of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics, and was thereafter opened to other States for signature at Washington, London, and Moscow;

WHEREAS the text of the Treaty, in the English and Russian languages, as certified by the Department of State of the United States of America, is word for word as follows:

TREATY

banning nuclear weapon tests in the atmosphere, in outer space and under water

The Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics, hereinafter referred to as the "Original Parties",

Proclaiming as their principal aim the speediest possible achievement of an agreement on general and complete disarmament under strict international control in accordance with the objectives of the United Nations which would put an end to the armaments race and eliminate the incentive to the production and testing of all kinds of weapons, including nuclear weapons,

Seeking to achieve the discontinuance of all test explosions of nuclear weapons for all time, determined to continue negotiations to this end, and desiring to put an end to the contamination of man's environment by radioactive substances,

Have agreed as follows:

Article I

1. Each of the Parties to this Treaty undertakes to prohibit, to prevent, and not to carry out any nuclear weapon test explosion, or any other nuclear explosion, at any place under its jurisdiction or control:

(a) in the atmosphere; beyond its limits, including outer space; or underwater, including territorial waters or high seas; or

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(b) in any other environment if such explosion causes radioactive debris to be present outside the territorial limits of the State under whose jurisdiction or control such explosion is conducted. It is understood in this connection that the provisions of this subparagraph are without prejudice to the conclusion of a treaty resulting in the permanent banning of all nuclear test explosions, including all such explosions underground, the conclusion of which, as the Parties have stated in the Preamble to this Treaty, they seek to achieve.

2. Each of the Parties to this Treaty undertakes furthermore to refrain from causing, encouraging, or in any way participating in, the carrying out of any nuclear weapon test explosion, or any other nuclear explosion, anywhere which would take place in any of the environments described, or have the effect referred to, in paragraph 1 of this Article.

Article II

1. Any Party may propose amendments to this Treaty. The text of any proposed amendment shall be submitted to the Depositary Governments which shall circulate it to all Parties to this Treaty. Thereafter, if requested to do so by one-third or more of the Parties, the Depositary Governments shall convene a conference, to which they shall invite all the Parties, to consider such amendment.

2. Any amendment to this Treaty must be approved by a majority of the votes of all the Parties to this Treaty, including the votes of all of the Original Parties. The amendment shall enter into force for all Parties upon the

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deposit of instruments of ratification by a majority of all the Parties, including the instruments of ratification of all of the Original Parties.

Article III

1. This Treaty shall be open to all States for signature. Any State which does not sign this Treaty before its entry into force in accordance with paragraph 3 of this Article may accede to it at any time.

2. This Treaty shall be subject to ratification by signatory States. Instruments of ratification and instruments of accession shall be deposited with the Governments of the Original Parties -- the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics — which are hereby designated the Depositary Governments.

3. This Treaty shall enter into force after its ratification by all the Original Parties and the deposit of their instruments of ratification.

4. For States whose instruments of ratification or accession are deposited subsequent to the entry into force of this Treaty, it shall enter into force on the date of the deposit of their instruments of ratification or accession.

5. The Depositary Governments shall promptly inform all signatory and acceding States of the date of each signature, the date of deposit of each instrument of ratification of and accession to this Treaty, the date of its entry into force, and the date of receipt of any requests for conferences or other notices.

6. This Treaty shall be registered by the Depositary Governments pursuant to Article 102 of the Charter of the United Nations.[1]

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[1] TS 993, 59 Stat. 1052.

Article IV

This Treaty shall be of unlimited duration.

Each Party shall in exercising its national sovereignty have the right to withdraw from the Treaty if it decides that extraordinary events, related to the subject matter of this Treaty, have jeopardized the supreme interests of its country. It shall give notice of such withdrawal to all other Parties to the Treaty three months in advance.

Article V

This Treaty, of which the English and Russian texts are equally authentic, shall be deposited in the archives of the Depositary Governments. Duly certified copies of this Treaty shall be transmitted by the Depositary Governments to the Governments of the signatory and acceding States.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed this Treaty.

DONE in triplicate at the city of Moscow the fifth day of August , one thousand nine hundred and sixty-three.

For the Government of the United States of America	For the Government of the United Kingdom of Great Britain and Northern Ireland	For the Government of the Union of Soviet Socialist Republics
Dean Rusk	Home.	А. Громыко

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SIGNATORIES TO THE TEST BAN TREATY

Afghanistan
Argentina
Australia
Austria
Bahamas
Bangladesh
Belgium
Benin
Bhutan
Bolivia
Botswana
Brazil
Bulgaria
Burma
Byelorussian SSR [1]
Canada
Cape Verde
Central African Republic
Chad
Chile [2]
Colombia
Costa Rica
Cyprus
Czechoslovakia
Denmark
Dominican Republic
Ecuador
Egypt
El Salvador
Ethiopia [3]
Fiji
Finland
Gabon
Gambia
German Democratic Republic
Germany, Federal Republic of
Ghana
Greece
Guatemala
Honduras
Hungary
Iceland
India
Indonesia
Iran
Iraq
Ireland
Israel
Italy
Ivory Coast
Jamaica [3]
Japan
Jordan
Kenya
Korea, People's Republic of
Korea, Republic of
Kuwait
Laos
Lebanon
Liberia
Libya
Luxembourg
Madagascar
Malawi
Malaysia
Malta
Mauritania
Mauritius
Mexico
Mongolia
Morocco
Nepal
Netherlands
New Zealand
Nicaragua
Niger
Nigeria
Norway
Panama
Papua New Guinea
Peru
Philippines
Poland
Romania
Rwanda
St. Christopher and Nevis
San Marino
Senegal
Seychelles
Sierra Leone
Singapore
South Africa
Spain
Sri Lanka
Sudan
Swaziland
Sweden
Switzerland
Syria
Tanzania
Thailand
Togo
Tonga
Trinidad and Tobago
Tunisia
Turkey
Uganda
Ukrainian SSR [1]
USSR
United Kingdom
United States
Uruguay
Venezuela
Western Samoa
Yemen (Aden)
Yugoslavia
Zaire
Zambia

Source: International Institute of Space Law, 1988 Report of the Standing Committee on the Status of International Agreements Relating to Activities in Outer Space. (Reprinted in *Space Policy,* February 1989, pp. 85–88)

[1] The United States considers this Republic as already covered by the signature affixed to the treaty by the U.S.S.R.

[2] Agreement in force, but signature is subject to specific reservations, statements or declarations.

CONVENTION FOR THE ESTABLISHMENT OF A EUROPEAN SPACE AGENCY

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CONVENTION

FOR THE ESTABLISHMENT

OF A EUROPEAN SPACE AGENCY

The States parties to this Convention,

CONSIDERING that the magnitude of the human, technical and financial resources required for activities in the space field is such that these resources lie beyond the means of any single European country,

CONSIDERING the Resolution adopted by the European Space Conference on 20 December 1972 and confirmed by the European Space Conference on 31 July 1973, which decided that a new organisation, called the "European Space Agency", would be formed out of the European Space Research Organisation and the European Organisation for the Development and Construction of Space Vehicle Launchers, and that the aim would be to integrate the European national space programmes into a European space programme as far and as fast as reasonably possible,

DESIRING to pursue and to strengthen European cooperation, for exclusively peaceful purposes, in space research and technology and their space applications, with a view to their being used for scientific purposes and for operational space applications systems,

DESIRING, in order to achieve these aims, to establish a single European space organisation to increase the efficiency of the total of European space efforts by making better use of the resources at present devoted to space and to define a European space programme for exclusively peaceful purposes,

HAVE AGREED as follows:

ARTICLE I

ESTABLISHMENT OF THE AGENCY

1. A European organisation, called the "European Space Agency", hereinafter referred to as "the Agency", is hereby established.

2. The members of the Agency, hereinafter referred to as "Member States", shall be the States which are parties to this Convention in accordance with Articles XX and XXII.

3. All Member States shall participate in the mandatory activities referred to in Article V.1(a) and shall contribute to the fixed common costs of the Agency, referred to in Annex II.

4. The Headquarters of the Agency shall be situated in the Paris area.

ARTICLE II

PURPOSE

The purpose of the Agency shall be to provide for and to promote, for exclusively peaceful purposes, cooperation among European States in space research and technology and their space applications, with a view to their being used for scientific purposes and for operational space applications systems,

(a) by elaborating and implementing a long-term European space policy, by recommending space objectives to the Member States, and by concerting the policies of the Member States with respect to other national and international organisations and institutions;

(b) by elaborating and implementing activities and programmes in the space field;

(c) by coordinating the European space programme and national programmes, and by integrating the latter progressively and as completely as possible into the European space programme, in particular as regards the development of applications satellites;

(d) by elaborating and implementing the industrial policy appropriate to its programme and by recommending a coherent industrial policy to the Member States.

ARTICLE III

INFORMATION AND DATA

1. Member States and the Agency shall facilitate the exchange of scientific and technical information pertaining to the fields of space research and technology and their space applications, provided that a Member State shall not be required to communicate any information obtained outside the Agency if it considers that such communication would be inconsistent with the interests of its own security or its own agreements with third parties, or the conditions under which such information has been obtained.

2. In carrying out its activities under Article V, the Agency shall ensure that any scientific results shall be published or otherwise made widely available after prior use by the scientists responsible for the experiments. The resulting reduced data shall be the property of the Agency.

3. When placing contracts or entering into agreements, the Agency shall, with regard to the resulting inventions and technical data, secure such rights as may be appropriate for the protection of its interests, of those of the Member States participating in the relevant programme, and of those of persons and bodies under their jurisdiction. These rights shall include in particular the rights of access, of disclosure, and of use. Such inventions and technical data shall be communicated to the participating States.

4. Those inventions and technical data that are the property of the Agency shall be disclosed to the Member States and may be used for their own purposes by these Member States and by persons and bodies under their jurisdiction, free of charge.

5. The detailed rules for the application of the foregoing provisions shall be adopted by the Council, by a two-thirds majority of all Member States.

ARTICLE IV

EXCHANGE OF PERSONS

Member States shall facilitate the exchange of persons concerned with work within the competence of the Agency, consistent with the application to any person of their laws and regulations relating to entry into, stay in, or departure from, their territories.

ARTICLE V

ACTIVITIES AND PROGRAMMES

1. The activities of the Agency shall include mandatory activities, in which all Member States participate, and optional activities, in which all Member States participate apart from those that formally declare themselves not interested in participating therein.

(a) With respect to the mandatory activities, the Agency shall

  (i) ensure the execution of basic activities, such as education, documentation, studies of future projects and technological research work;

  (ii) ensure the elaboration and execution of a scientific programme including satellites and other space systems;

  (iii) collect relevant information and disseminate it to Member States, draw attention to gaps and duplication, and provide advice and assistance for the harmonisation of international and national programmes;

  (iv) maintain regular contact with the users of space techniques and keep itself informed of their requirements.

(b) With respect to the optional activities, the Agency shall ensure, in accordance with the provisions of Annex III, the execution of programmes which may, in particular, include

  (i) the design, development, construction, launching, placing in orbit, and control of satellites and other space systems;

  (ii) the design, development, construction, and operation of launch facilities and space transport systems.

2. In the area of space applications the Agency may, should the occasion arise, carry out operational activities under conditions to be defined by the Council by a majority of all Member States. When so doing the Agency shall

(a) place at the disposal of the operating agencies concerned such of its own facilities as may be useful to them;

(b) ensure as required, on behalf of the operating agencies concerned, the launching, placing in orbit and control of operational application satellites;

(c) carry out any other activity requested by users and approved by the Council.

The cost of such operational activites shall be borne by the users concerned.

3. With respect to the coordination and integration of programmes referred to in Article II (c), the Agency shall receive in good time from Member States information on projects relating to new space programmes, facilitate consultations among the Member States, undertake any necessary evaluation and formulate appropriate rules to be adopted by the Council by a unanimous vote of all Member States. The objectives and procedures of the internationalisation of programmes are set out in Annex IV.

ARTICLE VI

FACILITIES AND SERVICES

1. For the execution of the programmes entrusted to it, the Agency

   (a) shall maintain the internal capability required for the preparation and supervision of its tasks and, to this end, shall establish and operate such establishments and facilities as are required for its activities;

   (b) may enter into special arrangements for the execution of certain parts of its programmes by, or in cooperation with, national institutions of the Member States, or for the management by the Agency itself of certain national facilities.

2. In implementing their programmes, the Member States and the Agency shall endeavour to make the best use of their existing facilities and available services as a first priority, and to rationalise them; accordingly they shall not set up new facilities or services without having first examined the possibility of using the existing means.

ARTICLE VII

INDUSTRIAL POLICY

1. The industrial policy which the Agency is to elaborate and apply by virtue of Article II (d) shall be designed in particular to

(a) meet the requirements of the European space programme and the coordinated national space programmes in a cost-effective manner;

(b) improve the world-wide competitiveness of European industry by maintaining and developing space technology and by encouraging the rationalisation and development of an industrial structure appropriate to market requirements, making use in the first place of the existing industrial potential of all Member States;

(c) ensure that all Member States participate in an equitable manner, having regard to their financial contribution, in implementing the European space programme and in the associated development of space technology; in particular the Agency shall, for the execution of its programmes, grant preference to the fullest extent possible to industry in all Member States, which shall be given the maximum opportunity to participate in the work of technological interest undertaken for the Agency;

(d) exploit the advantages of free competitive bidding in all cases, except where this would be incompatible with other defined objectives of industrial policy.

Other objectives may be defined by the Council by a unanimous decision of all Member States.

The detailed arrangements for the attainment of these objectives shall be those set out in Annex V and in rules which shall be adopted by the Council by a two-thirds majority of all Member States and reviewed periodically.

2. For the execution of its programmes, the Agency shall make the maximum use of external contractors consistent with the maintenance of the internal capability referred to in Article VI.1

ARTICLE VIII

LAUNCHERS AND OTHER SPACE TRANSPORT SYSTEMS

1. When defining its missions, the Agency shall take into account the launchers or other space transport systems developed within the framework of its programmes, or by a Member State, or with a significant Agency contribution, and shall grant preference to their utilisation for appropriate payloads if this does not present an unreasonable disadvantage compared with other launchers or space transport means available at the envisaged time, in respect of cost, reliability and mission suitability.

2. If activities or programmes under Article V include the use of launchers or other space transport systems, the participating States shall, when the programme in question is submitted for approval or acceptance, inform the Council of the launcher or space transport system envisaged. If during the execution of a programme the participating States wish to use a launcher or space transport system other than the one originally adopted, the Council shall make a decision on this change in accordance with the same rules as those applied in respect of the initial approval or acceptance of the programme.

ARTICLE IX

USE OF FACILITIES, ASSISTANCE TO MEMBER STATES, AND SUPPLY OF PRODUCTS

1. Provided that their use for its own activities and programmes is not thereby prejudiced, the Agency shall make its facilities available, at the cost of the State concerned, to any Member State that asks to use them for its own programmes. The Council shall determine, by a two-thirds majority of all Member States, the practical arrangements under which the facilities will be made available.

2. If, outside the activities and programmes referred to in Article V but within the purpose of the Agency, one or more Member States wish to engage in a project, the Council may decide by a two-thirds majority of all Member States to make available the assistance of the Agency. The resulting cost to the Agency shall be met by the Member State or States concerned.

3. (a) Products developed under a programme of the Agency shall be supplied to any Member State that has taken part in the funding of the programme in question and asks for such products to be supplied for its own purposes.

   The Council shall determine by a two-thirds majority of all Member States the practical arrangements under which such products will be supplied and in particular the measures to be taken by the Agency in regard to its contractors to enable the requesting Member State to obtain those products.

   (b) This Member State may ask the Agency to state whether it considers that the prices proposed by the contractors are fair and reasonable and whether, under similar circumstances, it would consider them acceptable for the purposes of its own requirements.

   (c) The fulfilment of the requests referred to in this paragraph shall not involve the Agency in any additional costs, and all costs resulting from such requests shall be borne by the requesting Member State.

ARTICLE X

ORGANS

The organs of the Agency shall be the Council, and the Director General assisted by a staff.

ARTICLE XI

THE COUNCIL

1. The Council shall be composed of representatives of the Member States.

2. The Council shall meet as and when required, either at delegate level or at ministerial level. The meetings shall be held at the Agency's Headquarters unless the Council decides otherwise.

3. (a) The Council shall elect for two years a Chairman and vice-chairmen, who may be re-elected once for a further year. The Chairman shall direct the proceedings of the Council and ensure the preparation of its decisions; he shall inform the Member States of proposals for the execution of an optional programme; he shall assist in coordinating the activities of the organs of the Agency. He shall maintain liaison with the Member States, through their delegates to the Council, on general policy matters affecting the Agency and shall endeavour to harmonise their views thereon. In the interval between meetings, he shall advise the Director General and shall obtain from him all necessary information.

(b) The Chairman shall be assisted by a Bureau, the composition of which shall be decided by the Council and which shall be convened by the Chairman. The Bureau shall advise the Chairman in the preparation of Council meetings.

4. When the Council meets at ministerial level it shall elect a chairman for the meeting. The next ministerial meeting shall be convened by him.

5. In addition to the functions set forth elsewhere in this Convention and in accordance with its provisions, the Council shall

(a) as regards the activities and programme referred to in Article V.1(a)(i) and (ii) -

(i) approve the activities and programme by a majority of all Member States; decisions to this effect may only be changed by new decisions adopted by a two-thirds majority of all Member States;

(ii) determine, by a unanimous decision of all Member States, the level of resources to be made available to the Agency for the coming five-year period;

(iii) determine, by a unanimous decision of all Member States, towards the end of the third year of each five-year period and after a review of the situation, the level of resources to be made available to the Agency for the new five-year period starting at the end of this third year;

(b) as regards the activities referred to in Article V.1(a) (iii) and (iv) -

  (i) define the policy to be followed by the Agency in pursuit of its purpose;

  (ii) adopt, by a two-thirds majority of all Member States, recommendations addressed to Member States;

(c) as regards the optional programmes referred to in Article V.1(b) -

  (i) accept each programme by a majority of all Member States;

  (ii) determine, as appropriate, in the course of their implementation, the order of priority of programmes;

(d) adopt the annual work plans of the Agency;

(e) as regards the budgets as defined in Annex II -

  (i) adopt the annual general budget of the Agency by a two-thirds majority of all Member States;

  (ii) adopt each programme budget by a two-thirds majority of the participating States;

(f) adopt, by a two-thirds majority of all Member States, the Financial Regulations and all other financial arrangements of the Agency;

(g) keep under review expenditure on the mandatory and optional activities referred to in Article V.1;

(h) approve and publish the audited annual accounts of the Agency;

(i) adopt the Staff Regulations by a two-thirds majority of all Member States;

(j) adopt, by a two-thirds majority of all Member States, rules under which authorisation will be given, bearing in mind the peaceful purposes of the Agency, for the transfer outside the territories of the Member States of technology and products developed under the activities of the Agency or with its help;

(k) decide on the admission of new Member States in accordance with Article XXII;

(l) decide on the arrangements to be made in accordance with Article XXIV in the event of a Member State's denouncing this Convention or ceasing to be a member under Article XVIII;

(m) take all other measures necessary for the fulfilment of the purpose of the Agency within the framework of this Convention.

6. (a) Each Member State shall have one vote in the Council. However, a Member State shall not have the right to vote on matters concerning exclusively an accepted programme in which it does not take part.

(b) A Member State shall have no vote in the Council if the amount of its arrears of contributions to the Agency in respect of all activities and programmes covered by Article V in which it participates exceeds the assessed amount of its contributions for the current financial year. Moreover, if the amount of a Member State's arrears of contributions to any one of the programmes under Article V.1(a)(ii) or V.1(b) in which it participates exceeds the assessed amount of its contributions to that programme for the current financial year, then that Member State shall have no vote in the Council on questions relating exclusively to that programme. In any such case, the Member State may nevertheless be authorised to vote in the Council if a two-thirds majority of all Member States considers that the non-payment of contributions is due to circumstances beyond its control.

(c) The presence of delegates from a majority of all Member States shall be necessary to constitute a quorum at any meeting of the Council.

(d) Except where this Convention provides otherwise, decisions of the Council shall be taken by a simple majority of Member States represented and voting.

(e) In determining the unanimity or majorities provided for in this Convention, account shall not be taken of a Member State which has no vote.

7. The Council shall adopt its own rules of procedure.

8. (a) The Council shall establish a Science Programme Committe, to which it shall refer any matter relating to the mandatory scientific programme under Article V.1(a)(ii). It shall authorise that Committe to take decisions regarding that programme, subject always to the Council's functions of determining the level of resources and adopting the annual budget. The terms of reference of the Science Programme Committe shall be determined by the Council by a two-thirds majority of all Member States and in accordance with this Article.

(b) The Council may establish such other subordinate bodies as may be necessary for the purpose of the Agency. The establishment and terms of reference of such bodies, and the cases in which they have powers of decision, shall be determined by the Council by a two-thirds majority of all Member States.

(c) When a subordinate body examines a question relating exclusively to one of the optional programmes referred to in Article V.1(b), non-participating States shall have no vote unless all participating States decide otherwise.

ARTICLE XII

DIRECTOR GENERAL AND STAFF

1. (a) The Council shall, by a two-thirds majority of all Member States, appoint a Director General for a defined period and may, by the same majority, terminate his appointment.

(b) The Director General shall be the chief executive officer of the Agency and its legal representative. He shall take all measures necessary for the management of the Agency, the execution of its programmes, the implementation of its policy and the fulfilment of its purpose, in accordance with the directives issued by the Council. He shall have authority over the establishments of the Agency. He shall, in regard to the financial administration of the Agency, act in accordance with the provisions of Annex II. He shall make an annual report to the Council, and this report shall be published. He may also submit proposals concerning activities and programmes as well as measures designed to ensure the fulfilment of the Agency's purpose. He attends meetings of the Agency without the right to vote.

(c) The Council may postpone the appointment of the Director General for such period as it considers necessary either upon the entry into force of this Convention or in the event of a subsequent vacancy. In this event, it shall appoint a person to act in his place, who shall have such powers and responsibilities as the Council may determine.

2. The Director General shall be assisted by such scientific, technical, administrative and clerical staff as he may consider necessary, within the limits authorised by the Council.

3. (a) Senior management staff, as defined by the Council, shall be appointed and may be dismissed by the Council on the recommendation of the Director General. Appointments and dismissals made by the Council shall require a two-thirds majority of all Member States.

(b) Other staff members shall be appointed and may be dismissed by the Director General, acting on the authority of the Council.

(c) All staff shall be recruited on the basis of their qualifications, taking into account an adequate distribution of posts among nationals of the Member States. Appointments and their termination shall be in accordance with the Staff Regulations.

(d) Scientists who are not members of the staff and who carry out research in the establishments of the Agency shall be subject to the authority of the Director General and to any general rules adopted by the Council.

4. The responsibilities of the Director General and the staff in regard to the Agency shall be exclusively international in character. In the discharge of their duties they shall not seek or receive instructions from any government or from any authority external to the Agency. Each Member State shall respect the international character of the responsibilities of the Director General and the staff, and shall not seek to influence them in the discharge of their duties.

ARTICLE XIII

FINANCIAL CONTRIBUTIONS

1. Each Member State shall contribute to the costs of the activities and programme referred to in Article V.1(a) and, in accordance with Annex II, to the common costs of the Agency, in accordance with a scale adopted by the Council, by a two-thirds majority of all Member States, either every three years at the time of the review referred to in Article XI.5(a)(iii), or whenever the Council, by a unanimous vote of all Member States, decides to establish a new scale. The scale of contributions shall be based on the average national income of each Member State for the three latest years for which statistics are available Nevertheless,

   (a) no Member State shall be required to pay contributions in excess of twenty-five percent of the total amount of contributions assessed by the Council to meet these costs;

   (b) the Council may, by a two-thirds majority of all Member States, decide in the light of any special circumstances of a Member State to reduce its contribution for a limited period. In particular, when the annual per capita income of a Member State is less than an amount to be decided by the Council by the same majority, this shall be considered as a special circumstance within the meaning of this provision.

2. Each Member State shall contribute to the costs of each optional programme covered by Article V.1(b), unless it has formally declared itself not interested in participating therein and is therefore not a participant. Unless all participating States decide otherwise, the scale of contributions to a given programme shall be based on the average national income of each participating State for the three latest years for which statistics are available. This scale shall be revised either every three years or whenever the Council decides to establish a new scale in accordance with paragraph 1. However, no participating State shall, by the operation of this scale, be required to pay contributions in excess of twenty-five percent of the total amount of contributions to the programme concerned. Nevertheless, the percentage contribution to be made by each participating State shall be equivalent to at least twenty-five percent of

its percentage contribution established under the provisions of paragraph 1, unless all the participating States decide otherwise when adopting the programme or during the execution of the programme.

3. The statistical systems to be used for establishing the scales of contribution referred to in paragraphs 1 and 2 shall be the same, and shall be determined in the Financial Regulations.

4. (a) Any State that was not a party to the Convention for the establishment of a European Space Research Organisation or to the Convention for the establishment of a European Organisation for the Development and Construction of Space Vehicle Launchers and which becomes a party to this Convention shall make, in addition to its contributions, a special payment related to the current value of the assets of the Agency. The amount of this special payment shall be fixed by the Council by a two-thirds majority of all Member States.

   (b) Payments made in accordance with the provisions of sub-paragraph (a) shall be used to reduce the contributions of the other Member States unless the Council decides otherwise by a two-thirds majority of all Member States.

5. Contributions due under this Article shall be paid in accordance with Annex II.

6. Subject to any directions given by the Council, the Director General may accept gifts or legacies to the Agency provided that they are not subject to any conditions inconsistent with the purpose of the Agency.

ARTICLE XIV

COOPERATION

1. The Agency may, upon decisions of the Council taken by unanimous votes of all Member States, cooperate with other international organisations and institutions and with Governments, organisations and institutions of non-member States, and conclude agreements with them to this effect.

2. Such cooperation may take the form of participation by non-member States or international organisations in one or more of the programmes under Article V.1(a)(ii) and V.1(b). Subject to the decisions to be taken under paragraph 1, the detailed arrangements for such cooperation shall be defined in each case by the Council by a two-thirds majority of the States participating in the programme in question. These arrangements may provide that a non-member State shall have a vote in the Council when the latter examines matters pertaining exclusively to the programme in which that State participates.

3. Such cooperation may also take the form of according associate membership to non-member States which undertake to contribute at least to the studies of future projects under Article V.1(a)(i). The detailed arrangements for each such associate membership shall be defined by the Council by a two-thirds majority of all Member States.

ARTICLE XV

LEGAL STATUS, PRIVILEGES AND IMMUNITIES

1. The Agency shall have legal personality.

2. The Agency, its staff members and experts, and the representatives of its Member States, shall enjoy the legal capacity, privileges and immunities provided for in Annex I.

3. Agreements concerning the Headquarters of the Agency and the establishments set up in accordance with Article VI shall be concluded between the Agency and the Member States on whose territories the Headquarters and establishments are situated.

ARTICLE XVI

AMENDMENTS

1. The Council may recommend to Member States amendments to this Convention and to Annex I thereto. Any Member State that wishes to propose an amendment shall notify the Director General thereof. The Director General shall inform the Member States of any amendment so notified at least three months before it is discussed by the Council.

2. Any amendment recommended by the Council shall enter into force thirty days after the Government of France has received notification of acceptance from all Member States. The Government of France shall notify all Member States of the date of entry into force of any such amendment.

3. The Council may, by a unanimous vote of all Member States, amend any of the other Annexes to this Convention, provided that such amendments do not conflict with the Convention. Any such amendment shall enter into force on a date to be decided by the Council by a unanimous vote of all Member States. The Director General shall inform all Member States of any such amendment and of the date on which it will enter into force.

ARTICLE XVII

DISPUTES

1. Any dispute between two or more Member States, or between any of them and the Agency, concerning the interpretation or application of this Convention or its Annexes, and likewise any dispute referred to in Article XXVI of Annex I, which is not settled by or through the Council, shall, at the request of any party to the dispute, be submitted to arbitration.

2. Unless the parties to the dispute decide otherwise, the arbitration procedure shall be in accordance with this Article and with additional rules to be adopted by the Council by a two-thirds majority of all Member States.

3. The Arbitration Tribunal shall consist of three members. Each party to the dispute shall nominate one arbitrator; the first two arbitrators shall nominate the third arbitrator, who shall be the chairman of the Arbitration Tribunal. The additional rules referred to in paragraph 2 shall determine the procedure to be followed if the nominations have not taken place within a specified time.

4. Member States or the Agency, not being parties to the dispute, may intervene in the proceedings with the consent of the Arbitration Tribunal if it considers that they have a substantial interest in the decision of the case.

5. The Arbitration Tribunal shall determine its seat and establish its own rules of procedure.

6. The award of the Arbitration Tribunal shall be made by a majority of its members, who may not abstain from voting. This award shall be final and binding on all parties to the dispute and no appeal shall lie against it. The parties shall comply with the award without delay. In the event of a dispute as to its meaning or scope, the Arbitration Tribunal shall interpret it at the request of any party to the dispute.

ARTICLE XVIII

NON-FULFILMENT OF OBLIGATIONS

Any Member State which fails to fulfil its obligations under this Convention shall cease to be a member of the Agency on a decision of the Council taken by a two-thirds majority of all Member States. The provisions of Article XXIV shall apply in such a case.

ARTICLE XIX

CONTINUITY OF RIGHTS AND OBLIGATIONS

On the date when this Convention enters into force, the Agency shall take over all rights and obligations of the European Space Research Organisation and of the European Organisation for the Development and Construction of Space Vehicle Launchers.

ARTICLE XX

SIGNATURE AND RATIFICATION

1. This Convention shall be open until 31 December 1975 for signature by the States which are members of the European Space Conference. The Annexes to this Convention shall form an integral part thereof.

2. This Convention shall be subject to ratification or acceptance. Instruments of ratification or acceptance shall be deposited with the Government of France.

3. After the entry into force of the Convention and pending the deposit of its instrument of ratification or acceptance, a signatory State may take part in the meetings of the Agency, without the right to vote.

ARTICLE XXI

ENTRY INTO FORCE

1. This Convention shall enter into force when the following States, being members of the European Space Research Organisation or the European Organisation for the Development and Construction of Space Vehicle Launchers, have signed it and have deposited with the Government of France their instruments of ratification or acceptance : the Kingdom of Belgium, the Kingdom of Denmark, the French Republic, the Federal Republic of Germany, the Italian Republic, the Kingdom of the Netherlands, Spain, the Kingdom of Sweden, the Swiss Confederation and the United Kingdom of Great Britain and Northern Ireland. For any State ratifying, accepting or acceding to this Convention after its entry into force, the Convention shall become effective on the date of deposit by such State of its instrument of ratification, acceptance or accession.

2. The Convention for the establishment of a European Space Research Organisation and the Convention for the establishment of a European Organisation for the Development and Construction of Space Vehicle Launchers shall terminate on the date of the entry into force of this Convention.

ARTICLE XXII

ACCESSION

1. After the entry into force of this Convention, any State may accede thereto following a decision of the Council taken by a unanimous vote of all Member States.

2. A State that wishes to accede to this Convention shall notify the Director General, who shall inform the Member States of this request at least three months before it is submitted to the Council for decision.

3. Instruments of accession shall be deposited with the Government of France.

ARTICLE XXIII

NOTIFICATIONS

The Government of France shall notify all signatory and acceding States of

(a) the date of deposit of each instrument of ratification, acceptance or accession,

(b) the date of entry into force of this Convention and of amendments covered by Article XVI.2,

(c) the denunciation of the Convention by a Member State.

ARTICLE XXIV

DENUNCIATION

1. After this Convention has been in force for six years, any Member State may denounce it by notifying the Government of France, which shall notify the other Member States and the Director General. The denunciation shall take effect at the end of the financial year following that during which it was notified to the Government of France. After the denunciation has taken effect, the State concerned shall remain bound to honour its due share of the payment appropriations corresponding to approved contract authority used both under the budgets to which it was contributing for the year in which the denunciation was notified to the Government of France, and under previous budgets.

2. A Member State denouncing the Convention shall indemnify the Agency for any loss of property on its territory, unless a special agreement can be concluded with the Agency for the continued use of this property by the Agency or the continuation of certain activities of the Agency on the territory of the said State. Any such special agreement shall determine in particular to what extent and on what conditions the provisions of this Convention shall continue to apply, after the denunciation has taken effect, to the continued use of this property and the continuation of these activities.

3. A Member State denouncing the Convention, and the Agency, shall jointly determine any additional obligations to be borne by the said State.

4. The State concerned shall retain the rights it has acquired up to the date on which the denunciation takes effect.

ARTICLE XXV

DISSOLUTION

1. The Agency shall be dissolved if the number of Member States becomes less than five. It may be dissolved at any time by agreement between the Member States.

2. In the event of dissolution the Council shall appoint a liquidation authority, which will negotiate with the States on whose territories the Headquarters and establishments of the Agency are situated at the time. The legal personality of the Agency shall subsist for the purposes of the liquidation.

3. Any surplus shall be distributed among those States that are members of the Agency at the time of the dissolution, in proportion to the contributions actually made by them from the dates of their becoming parties to this Convention. In the event of a deficit, this shall be met by the same States in proportion to their contributions as assessed for the financial year then current.

ARTICLE XXVI

REGISTRATION

Upon the entry into force of this Convention, the Government of France shall register it with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

SIGNATORIES TO THE ESA CONVENTION

Austria
Belgium
Denmark
Finland [1]
France
Germany, Federal Republic of
Ireland
Italy
Netherlands
Norway
Spain
Sweden
Switzerland
United Kingdom

Source: International Institute of Space Law, 1988 Report of the Standing Committee on the Status of International Agreements Relating to Activities in Outer Space. (Reprinted in *Space Policy*, February 1989, pp. 85–88)

Canada has a cooperating agreement with ESA, but is not a member.

[1] Finland is an Associate Member of ESA.

AGREEMENT ON COOPERATION IN THE EXPLORATION AND USE OF OUTER SPACE FOR PEACEFUL PURPOSES

(The Intercosmos Agreement)

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AGREEMENT ON COOPERATION IN THE EXPLORATION AND USE OF OUTER SPACE FOR PEACEFUL PURPOSES [1]

Moscow, July 13, 1976

The Governments of the People's Republic of Bulgaria, the Hungarian People's Republic, the German Democratic Republic, the Republic of Cuba, the Mongolian People's Republic, the Polish People's Republic, the Socialist Republic of Romania, the Union of Soviet Socialist Republics and the Czechoslovak Socialist Republic, hereinafter referred to as "the Contracting Parties",

Desiring to extend further the fraternal friendship and multilateral co-operation among them,

Having regard to the tasks involved in the implementation of the Comprehensive Programme for the further intensification and improvement of co-operation and the development of the socialist economic integration of the member countries of the Council for Mutual Economic Assistance,

Recognizing the desirability of a closer and more effective joining of forces in the exploration and use of outer space for peaceful purposes,

Desiring to consolidate the accumulated positive experience of co-operation among them in this field,

Taking account of the great practical significance of the results of space research to various branches of the national economy,

Convinced that the development of international co-operation in the exploration and use of outer space, including the Moon and other celestial bodies, for peaceful purposes will serve the interests of the peoples of the entire world,

Bearing in mind the provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, of 27 January 1967,

Have agreed as follows:

Article 1

The Contracting Parties shall promote in every way the further development of co-operation by interested organizations of their countries in the exploration and use of outer space for peaceful purposes.

Article 2

Continuing and further developing the programme of joint space research adopted in 1967 (the "Intercosmos" programme), co-operation shall be carried on in the following basic areas:

Study of the physical properties of outer space;
Space meteorology;
Space biology and medicine;
Space communications;
Study of the natural environment by means of space devices.

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[1] Reprinted from United Nations Document A/C.1/31/3 of 5 October 1976.

ARTICLE 3

Co-operation in the basic areas enumerated in article 2 of this Agreement may be carried on in the following forms:

(*a*) The launching of space objects for scientific and applications purposes;

(*b*) The production of apparatus for conducting joint space research;

(*c*) Experiments on board geophysical and meteorological rockets;

(*d*) The conduct of joint observations and experimental and theoretical research on space subjects;

(*e*) The processing, analysis and utilization of the results of joint space research for scientific and applications purposes, and the preparation of joint publications;

(*f*) The holding of consultations between interested countries and the provision, in accordance with special agreements, of mutual scientific and technical assistance, including the exchange of technology, on individual subjects and projects in the field of the exploration and use of outer space for peaceful purposes;

(*g*) The holding of symposia, conferences, seminars and other meetings;

(*h*) The exchange of scientific and technical documentation and information.

ARTICLE 4

The Contracting Parties may determine other areas and forms of co-operation in the exploration and use of outer space for peaceful purposes.

ARTICLE 5

The co-ordination of work for the implementation of this Agreement in each country shall be entrusted to a national co-ordinating organ for co-operation in the exploration and use of outer space (hereinafter referred to as "the national organ").

ARTICLE 6

Co-operation between the interested organizations of the Contracting Parties shall be carried on on the basis of agreed programmes and plans which define the conditions for the conduct of specific space experiments and investigations.

Depending on their interest, organizations of all the Contracting Parties or of some of them may participate in the said programmes and plans.

Each Contracting Party shall finance the work and measures conducted by its organizations on the basis of the documents referred to in this article, except as otherwise provided by special agreements.

ARTICLE 7

The adoption of decisions and recommendations on programmes and plans for joint work conducted in accordance with this Agreement, and the consideration of questions relating to the organization of co-operation, including the establishment and activity of permanently functioning mixed working groups, shall be carried out by the

Meeting of Leaders of National Organs (hereinafter referred to as "the Meeting").

Sessions of the Meeting shall be held at least once a year, as a rule, successively in the countries participating in this Agreement.

The chairman of each session of the Meeting shall be the leader of the national organ of the country in which the session is held.

During the period between sessions of the Meeting, general co-ordination of the activities of the national organs for the implementation of this Agreement shall be carried on by the national organ of the depositary country.

ARTICLE 8

Decisions and recommendations of the Meeting shall be adopted by a majority of the votes of the leaders of the national organs and shall be recorded in an appropriate protocol. The leader of each national organ shall have one vote in the Meeting.

Decisions and recommendations of the Meeting shall not be binding on those Contracting Parties which did not vote for their adoption. However, those Parties may, if they are interested, subsequently accede to the said decisions and recommendations.

Questions relating to co-operation involving only some of the Contracting Parties shall be decided by agreement between the leaders of the national organs of those Parties.

ARTICLE 9

The agreed space experiments and investigations shall be carried out by the interested organizations acting within the permanently functioning mixed working groups in the basic areas of co-operation.

ARTICLE 10

The scientific results of joint space experiments and investigations may, by agreement between all the countries participating in them, be given to scientists and scientific organizations and institutions of other countries.

ARTICLE 11

This Agreement shall not affect the rights and duties of the Contracting Parties arising out of other international agreements concluded by them or the right of the Contracting Parties to conclude between themselves or with third States other multilateral and bilateral agreements in matters of co-operation in the exploration and use of outer space for peaceful purposes.

ARTICLE 12

This Agreement is subject to ratification or approval in accordance with the legislation of the Contracting Parties.

The instruments of ratification or certificates of approval shall be deposited with the Government of the Union of Soviet Socialist Republics, which is designated as the depositary of the Agreement.

This Agreement shall enter into force after the deposit of instruments of ratification or certificates of approval by six Contracting Parties.

In respect of Contracting Parties whose instruments of ratification or certificates of approval are deposited after the entry into force of the Agreement, it shall enter into force on the date of the deposit of their instruments of ratification or certificates of approval.

ARTICLE 13

Other countries may also accede to this Agreement with the consent of the Contracting Parties.

A statement in writing concerning the accession shall be transmitted to the depositary, which shall inform all the Contracting Parties of that fact.

Accession to the Agreement shall be considered to have taken place on the date of the reception by the depositary of the consent thereto, in writing, of two thirds of the Contracting Parties.

ARTICLE 14

This Agreement shall remain in force for a term of 10 years.

It shall continue in force for successive periods of five years in respect of each Contracting Party which does not, six months before the expiry of the aforementioned term of 10 years and the successive periods of five years, renounce its participation in the Agreement.

ARTICLE 15

Any Contracting Party may dissociate itself from this Agreement by transmitting a notice in writing to that effect after 12 months to the depositary, which shall immediately inform all the Contracting Parties of the said notice.

ARTICLE 16

The original of this Agreement shall be deposited in the archives of the depositary, which shall send duly certified copies of this Agreement to all the Contracting Parties.

DONE in Moscow on 13 July 1976, in one copy in the Russian language.

STATEMENT ON THE NEGOTIATIONS BETWEEN DELEGATIONS OF THE SOCIALIST COUNTRIES PARTICIPATING IN THE "INTERCOSMOS" PROGRAMME [1]

From 14 to 16 July 1976, negotiations were held in Moscow between delegations of the socialist countries participating in the "Intercosmos" programme. The delegations discussed the Soviet Union's proposal for participation by citizens of Bulgaria, Hungary, the German Democratic Republic, Cuba, the Mongolian People's Republic, Poland, Romania and Czechoslovakia in manned flights on board Soviet space craft and space stations.

During the negotiations the delegations considered questions relating to the manner of selection of candidate cosmonauts and the organization of their preparation in the Soviet Union for space flights.

Agreed recommendations were adopted on all the questions discussed.

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[1] Reprinted from United Nations Document A/C.1/31/3 of 5 October 1976.

The participants in the negotiations visited the Y. A. Gagarin Cosmonaut Training Centre, the Flight Control Centre and the Institute of Medico-Biological Problems.

The negotiations were conducted in a spirit of fraternal co-operation and mutual understanding.

STATEMENT ON THE CONSULTATIONS CONCERNING THE QUESTION OF FLIGHTS BY CITIZENS OF THE COUNTRIES PARTICIPATING IN THE "INTERCOSMOS" PROGRAMME ON BOARD SOVIET SPACE CRAFT AND SPACE STATIONS [1]

On 14 September 1976 consultations were held in Moscow concerning the question of flights by citizens of the countries participating in the "Intercosmos" programme on board Soviet space craft and space stations. Delegations from the People's Republic of Bulgaria, the Hungarian People's Republic, the German Democratic Republic, the Republic of Cuba, the Mongolian People's Republic, the Polish People's Republic, the Socialist Republic of Romania, the Union of Soviet Socialist Republics and the Czechoslovak Socialist Republic took part in the consultations.

During the consultations, conducted in a spirit of fraternal co-operation and mutual understanding, it was agreed that citizens of all the socialist countries participating in the "Intercosmos" programme would take part in flights on board Soviet space craft and space stations together with Soviet cosmonauts during the period 1978–1983, and the dates for the beginning of their training at the Y. A. Gagarin Cosmonaut Training Centre were determined.

All the delegations participating in the consultations expressed their gratitude to the Soviet Union for its initiative in organizing space flights by representatives of the socialist countries participating in the "Intercosmos" programme.

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[1] Reprinted from United Nations Document A/C.1/31/3 of 5 October 1976.

SIGNATORIES TO THE INTERCOSMOS AGREEMENT

- Bulgaria
- Cuba
- Czechoslovakia
- German Democratic Republic
- Hungary
- Mongolia
- Poland
- Romania
- USSR
- Vietnam

Source: International Institute of Space Law, 1988 Report of the Standing Committee on the Status of International Agreements Relating to Activities in Outer Space.

SPACE STATION FREEDOM

Agreement Among the Government of the United States of America, Governments of Member States of the European Space Agency, The Government of Japan, and the Government of Canada on Cooperation in the Detailed Design, Development, Operation, and Utilization of the Permanently Manned Civil Space Station

September 29, 1988

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The Government of the United States of America (hereinafter "the Government of the United States" or "the United States"),

The Governments of the Kingdom of Belgium, the Kingdom of Denmark, the French Republic, the Federal Republic of Germany, the Italian Republic, the Kingdom of the Netherlands, the Kingdom of Norway, the Kingdom of Spain, and the United Kingdom of Great Britain and Northern Ireland, being Governments of Member States of the European Space Agency (hereinafter collectively "the European Governments" or "the European Partner"),

The Government of Japan (hereinafter also "Japan"), and

The Government of Canada (hereinafter also "Canada"),

Recalling that in his State of the Union Address of 25 January 1984, the President of the United States directed the National Aeronautics and Space Administration (NASA) to develop and place into orbit within a decade a permanently manned Space Station and invited friends and allies of the United States to participate in its development and use and to share in the benefits thereof, in order to promote peace, prosperity, and freedom, and the NASA Administrator's correspondence reaffirming the United States' interest in international cooperation in the Space Station program,

Recalling the terms of the Resolution adopted on 31 January 1985 by the European Space Agency (ESA) Council meeting at ministerial level, and the transmission of these terms to the Government of the United States, and that, within the framework of ESA, and in accordance with its purpose as defined in Article II of the Convention establishing it, the Columbus Programme has been undertaken to develop and will develop elements of the permanently manned civil Space Station,

Recalling the acceptance of the aforementioned invitation by the Prime Minister of Canada at the March 1985 Quebec Summit meeting with the President of the United States and the mutual confirmation of interest on cooperation at the March 1986 Washington, D.C. Summit meeting,

Recalling Japan's interest in the Space Station program manifested during the NASA Administrator's visits to Japan in 1984 and 1985,

Considering the Memorandum of Understanding between NASA and ESA for the Conduct of Parallel Detailed Definition and Preliminary Design Studies (Phase B) Leading towards Further Cooperation in the Development, Operation, and Utilization of a Permanently Manned Space Station, which entered into force on 3 June 1985, and the Memorandum of Understanding between NASA and the Ministry of State for Science and Technology of Canada (MOSST) for a Cooperative Program Concerning Detailed Definition and Preliminary Design (Phase B) of a Permanently Manned Space Station, which entered into force on 16 April 1985, Considering the Memorandum of Understanding between NASA and the Science and Technology Agency of Japan (STA) for the Cooperative Program Concerning Detailed Definition and Preliminary Design Activities of a Permanently Manned Space Station, which entered into force on 9 May 1985 and was concluded under the Agreement between the Government of the United States of America and the Government of Japan on Cooperation in Research and Development in Science and Technology, which entered into force on 1 May 1980,

Noting further the successful implementation of these Memoranda of Understanding through cooperation between NASA and ESA, NASA and STA, and NASA and MOSST in carrying out detailed definition and preliminary design activities,

Recalling the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies (hereinafter "the Outer Space Treaty"), which entered into force on 10 October 1967,

Recalling the Agreement on the Rescue of Astronauts, the Return of Astronauts, and the Return of Objects Launched into Outer Space (hereinafter "the Rescue Agreement"), which entered into force on 3 December 1968,

Recalling the Convention on International Liability for Damage Caused by Space Objects (hereinafter "the Liability Convention"), which entered into force on 1 September 1972,

Recalling the Convention on Registration of Objects Launched into Outer Space (hereinafter "the Registration Convention"), which entered into force on 15 September 1976,

Recalling their long and fruitful cooperation in the exploration and peaceful use of outer space, through the successful implementation of cooperative activities in a broad range of space science and applications areas,

Recalling ESA's and Canada's participation in the U.S. Space Transportation System through the European development of the first manned space laboratory, Spacelab, and the Canadian development of the Remote Manipulator System,

Recalling Japan's participation in the U.S. space program through the First Materials Processing Test,

Convinced that the Space Station will provide a unique opportunity for international cooperation in space science and technology, taking advantage of the low-gravity environment, the near-perfect vacuum of space, and the potential of the Space Station's vantage point for observing the Earth and the rest of the Universe, Convinced that working together on the permanently manned civil Space Station will further expand cooperation through the establishment of a long-term and mutually beneficial relationship, and will further promote cooperation in the exploration and peaceful use of outer space,

Recognizing that NASA and ESA, NASA and the Government of Japan, and NASA and MOSST have prepared Memoranda of Understanding on Cooperation in the Detailed Design, Development, Operation and Utilization of the Permanently Manned Civil Space Station in conjunction with their governments' negotiation of this Agreement, and that the Memoranda of Understanding will provide detailed provisions in implementation of the provisions of this Agreement,

Recognizing, in light of the foregoing, that it is desirable to establish among the Government of the United States, the European Governments, the Government of Japan, and the Government of Canada a framework for the design, development, operation, and utilization of the Space Station,

Have agreed as follows:

Article 1
Object and Scope

1. The object of this Agreement is to establish a long-term international cooperative framework among the Partners, on the basis of genuine partnership, for the detailed design, development, operation, and utilization of a permanently manned civil Space Station for peaceful purposes, in accordance with international law. This permanently manned civil Space Station will enhance the scientific, technological, and commercial use of outer space. This Agreement specifically defines the nature of this partnership, including the respective rights and obligations of the Partners in this cooperation. This Agreement further provides for mechanisms and arrangements designed to ensure that its object is fulfilled.

2. The Government of the United States has a Space Station program which will produce a core U.S. Space Station. The European Governments as governments of Member States of the European Space Agency, the Government of Japan, and the Government of Canada have space programs to produce significant elements which, together with the core U.S. Space Station, will create an international Space Station complex with greater capabilities that will enhance the use of space for the benefit of all participating nations and humanity. Canada's contribution will be an essential part of the infrastructure of the international Space Station complex. This Agreement lists in the Annex the elements to be provided by the Partners to form the international Space Station complex.

3. The permanently manned civil international Space Station complex (hereinafter "the Space Station") will be a multi-use facility in low-earth orbit, comprising both manned and unmanned elements. It will consist of a permanently manned base comprising elements provided by all the Partners, unmanned platforms in near-polar orbit, a man-tended free-flying laboratory to be serviced at the manned base, and Space Station-unique ground elements.

4. The Space Station is conceived as having an evolutionary character. The Partner States' rights and obligations regarding evolution shall be subject to specific provisions in accordance with Article 14.

Article 2
International Rights and Obligations

1. The Space Station shall be developed, operated, and utilized in accordance with international law, including the Outer Space Treaty, the Rescue Agreement, the Liability Convention, and the Registration Convention.

2. Nothing in this Agreement shall be interpreted as:

(a) modifying the rights and obligations of the Partner States found in the treaties listed in paragraph 1 above, either toward each other or toward other States, except as otherwise provided in Article 16;

(b) affecting the rights and obligations of the Partner States when exploring or using outer space, whether individually or in cooperation with other States, in activities unrelated to the Space Station; or

(c) constituting a basis for asserting a claim to national appropriation over outer space or over any portion of outer space.

Article 3
Definitions

For the purposes of this Agreement, the following definitions shall apply:

(a) "this Agreement":
the present Agreement, including the Annex;

(b) "the Partners" (or, where appropriate, "each Partner"):
the Government of the United States; the European

Governments listed in the Preamble which become parties to this Agreement, as well as any other European Government that may accede to this Agreement in accordance with Article 25(3), acting collectively as one Partner; the Government of Japan; and the Government of Canada;

(c) "Partner State": each Contracting Party for which this Agreement has entered into force, in accordance with Article 25.

Article 4
Cooperating Agencies

1. The Partners agree that the National Aeronautics and Space Administration (hereinafter "NASA") for the United States, the European Space Agency (hereinafter "ESA") for the European Governments, and the Ministry of State for Science and Technology (hereinafter "MOSST") for the Government of Canada shall be the Cooperating Agencies responsible for implementing Space Station cooperation. The Government of Japan's Cooperating Agency designation for implementing Space Station cooperation shall be made in the Memorandum of Understanding between NASA and the Government of Japan referred to in paragraph 2 below.

2. The Cooperating Agencies shall implement Space Station cooperation in accordance with the relevant provisions of this Agreement, the respective Memoranda of Understanding between NASA and ESA, NASA and MOSST, and NASA and the Government of Japan concerning the detailed design, development, operation, and utilization of the Space Station (hereinafter "the MOUs"), and arrangements between or among NASA and the other Cooperating Agencies implementing the MOUs (hereinafter "implementing arrangements"). The MOUs shall be subject to this Agreement, and the implementing arrangements shall be subject to the MOUs.

3. Where a provision of an MOU sets forth rights or obligations accepted by a Cooperating Agency (or, in the case of Japan, the Government of Japan) not a party to that MOU, such provision may not be amended without the written consent of that Cooperating Agency (or, in the case of Japan, the Government of Japan).

Article 5
Registration; Jurisdiction and Control

1. In accordance with Article II of the Registration Convention, each Partner shall register as space objects the flight elements listed in the Annex which it provides, the European Partner having delegated this responsibility to ESA, acting in its name and on its behalf.

2. Pursuant to Article VIII of the Outer Space Treaty and Article II of the Registration Convention, each Partner shall retain jurisdiction and control over the elements it registers in accordance with paragraph 1 above and over personnel in or on the Space Station who are its nationals. The exercise of such jurisdiction and control shall be subject to any relevant provisions of this Agreement, the MOUs, and implementing arrangements, including relevant procedural mechanisms established therein.

Article 6
Ownership of Elements and Equipment

1. The United States, the European Partner, and Canada, through their respective Cooperating Agencies, and an entity designated by Japan at the time of the deposit of its instrument under Article 25(2), shall own the elements listed in the Annex that they respectively provide, except as otherwise provided for in this Agreement. The Partners, acting through their Cooperating Agencies, shall notify each other regarding the ownership of any equipment in or on the Space Station.

2. The European Partner shall entrust ESA, acting in its name and on its behalf, with ownership over the elements it provides, as well as over any other equipment developed and funded under an ESA programme as a contribution to the Space Station, its operation or utilization.

3. The transfer of ownership of the elements listed in the Annex or of equipment in or on the Space Station shall not affect the rights and obligations of the Partners under this Agreement, the MOUs, or implementing arrangements.

4. Equipment in or on the Space Station shall not be owned by, and ownership of elements listed in the Annex shall not be transferred to, any non-Partner or private entity under the jurisdiction of a non-Partner without the prior concurrence of the other Partners. Any transfer of ownership of any element listed in the Annex shall require prior notification of the other Partners.

5. The ownership of equipment or material provided by a user shall not be affected by the mere presence of such equipment or material in or on the Space Station.

6. The ownership or registration of elements or the ownership of equipment shall in no way be deemed to be an indication of ownership of material or data resulting from the conduct of activities in or on the Space Station.

7. The exercise of ownership of elements and equipment shall be subject to any relevant provisions of this Agreement, the MOUs, and implementing arrangements, including relevant procedural mechanisms established therein.

Article 7
Management

1. The United States, acting through NASA, shall be responsible for management and direction of its own program, in accordance with the MOUs and implementing arrangements. The United States, acting through NASA, shall also be responsible for overall program coordination and direction of the Space Station, except as otherwise provided in this Article and in the MOUs. In addition, the United States, acting through NASA, shall be responsible for overall system engineering and integration and for establishment of overall safety requirements and plans, in accordance with the MOUs and implementing arrangements. The United States, acting through NASA, shall also be responsible for overall planning for and direction of the day-to-day operation of the manned base and the U.S. polar platform, in accordance with the MOUs and implementing arrangements. Further, the United States, acting through NASA, shall be responsible for management of its Space Station utilization activities, in accordance with the MOUs and implementing arrangements.

2. Consistent with NASA's overall responsibilities stipulated above, the other Partners, acting through their Cooperating Agencies, shall each be responsible for management and direction of their own programs, for system engineering and integration of the elements they provide, for development and implementation of detailed safety requirements and plans for the elements they provide, as well as for supporting NASA's overall planning for and direction of the day-to-day operation of the manned base, in accordance with the MOUs and implementing arrangements. The other Partners, acting through their Cooperating Agencies, shall each be responsible for management of their respective Space Station utilization activities, in accordance with the MOUs and implementing arrangements.

3. To the extent that a design and development matter concerns only a manned base element provided by the European Partner, Japan, or Canada and is not covered in the agreed joint program documentation provided for in the MOUs, that Partner, acting through its Cooperating Agency, may make decisions related to its elements.

4. The European Partner, acting through ESA, shall be responsible for design, for development, and for planning and direction of the day-to-day operation of the polar platform it provides and of the Man-Tended Free Flyer (hereinafter "MTFF")

insofar as these activities do not have effects on the NASA Space Transportation System or the manned base which are associated with their servicing, in accordance with the NASA-ESA MOU and implementing arrangements.

5. Decision-making responsibilities which the Partners and their Cooperating Agencies have with respect to the elements they provide are specified in this Agreement and the MOUs. The Partners, acting through their Cooperating Agencies, shall establish and participate in management bodies which shall plan and coordinate activities affecting the design and development of the Space Station and its safe, efficient, and effective operation and utilization, as provided in this Agreement and the MOUs. In these management bodies, decision-making by consensus shall be the goal. Mechanisms for decision-making within these management bodies where it is not possible for the Cooperating Agencies to reach consensus, including decision-making by NASA regarding the manned base and decision-making by NASA or another Cooperating Agency regarding elements which are separated from the manned base, are specified in the MOUs.

Article 8
Detailed Design and Development

Each Partner, acting through its Cooperating Agency, shall design and develop the elements which it provides, including Space Station-unique ground elements adequate to support the continuing operation and full international utilization of the flight elements, in accordance with Article 7 and other relevant provisions of this Agreement, and in accordance with the MOUs and implementing arrangements.

Article 9
Utilization

1. The United States shall retain the use of the manned base user elements it provides, except as otherwise provided in this paragraph and paragraph 5 below. The United States shall provide to the other Partners resources derived from the Space Station infrastructure it provides to operate and use the manned base. In exchange for the United States' providing such resources to the European Partner and Japan, the European Partner and Japan shall provide to the United States a fixed percentage of the use of the Attached Pressurized Module (hereinafter "APM") and the Japanese Experiment Module (hereinafter "JEM"), respectively.

2. The European Partner shall retain the use of the MTFF and the APM it provides, except as otherwise provided in paragraphs 1 and 5 of this Article.

3. The United States and the European Partner shall share the use of each other's polar platforms on a balanced reciprocal basis.

4. Japan shall retain the use of the JEM it provides, except as otherwise provided in paragraphs 1 and 5 of this Article.

5. Canada shall provide to the other Partners resources derived from the Space Station infrastructure it provides to operate and use the manned base. In exchange for Canada's providing an essential part of the Space Station infrastructure, Canada shall be provided by all of the other Partners a fixed percentage of the use of all manned base user elements and the polar platforms.

6. Paragraphs 1-5 above describe the Partners' allocations of Space Station user elements and of resources derived from Space Station infrastructure. The Partners' specific allocations are set forth in the MOUs and implementing arrangements. Manned base resources for the servicing of the MTFF shall be available as specified in the NASA-ESA MOU and implementing arrangements.

7. The Partners shall have the right to barter or sell any portion of their respective allocations. The United States shall have the option to purchase or barter for a fixed percentage of the MTFF as provided in the NASA-ESA MOU. The terms and conditions of any barter or sale shall be determined on a case-by-case basis by the parties to the transaction.

8. Each Partner may use and select users for its allocations for any purpose consistent with the object of this Agreement and the provisions set forth in the MOUs and implementing arrangements, except that:

(a) any proposed use of a user element by a non-Partner or private entity under the jurisdiction of a non-Partner shall require the prior notification to all Partners through their Cooperating Agencies and shall also require the concurrence of the Partner providing that element and, if that element is a manned base element or docked with the manned base, that of the United States; and

(b) the Partner providing an element shall determine whether a contemplated use of that element is for peaceful purposes, except that this subparagraph shall not be invoked to prevent any Partner from using resources derived from the Space Station infrastructure.

9. In its use of the Space Station, each Partner, through its Cooperating Agency, shall seek through the mechanisms established in the MOUs to avoid causing serious adverse effects on the use of the Space Station by the other Partners.

10. Each Partner shall assure access to and use of its Space Station elements to the other Partners in accordance with their respective allocations.

11. For purposes of this Article, an ESA Member State that was an ESA Member State at the time of signature of this Agreement by the United States shall not be considered a "non-Partner".

Article 10
Operation

The Partners, acting through their Cooperating Agencies, shall have responsibilities in the operation of the elements they respectively provide, in accordance with Article 7 and other relevant provisions of this Agreement, and in accordance with the MOUs and implementing arrangements. The Partners, acting through their Cooperating Agencies, shall develop and implement procedures for operating the Space Station in a manner that is safe, efficient, and effective for Space Station users and operators, in accordance with the MOUs and implementing arrangements. Further, each Partner, acting through its Cooperating Agency, shall be responsible for sustaining the functional performance of the elements it provides.

Article 11
Crew

1. Each Partner has the right to provide qualified personnel to serve on an equitable basis as Space Station crew members. Selections shall be made in accordance with procedures provided in the MOUs and implementing arrangements. Decisions regarding the flight assignments of a Partner's crew members shall be made in full consultation with that Partner, acting through the Cooperating Agencies concerned.

2. The Code of Conduct for the Space Station crew will be developed by all the Partners, in accordance with the MOUs. If a Partner's internal procedures require acceptance of the Code of Conduct at the government level, that Partner shall accept the Code of Conduct before it provides Space Station crew. Each Partner, in exercising its right to provide crew, shall ensure that its crew members observe the Code of Conduct.

Article 12
Transportation

1. For purposes of design of Space Station elements and payloads, NASA's Space Transportation System is the baseline launch and return transportation system for the Space Station

manned base and for the U.S. polar platform, and ESA's Space Transportation System is the baseline launch transportation system for the MTFF and the polar platform provided by the European Partner. Other government and private sector transportation systems of Partners may be used in connection with the Space Station if they are compatible with the Space Station. Specifically, the European Partner and Japan shall have the right of access to the Space Station using, respectively, the ESA Space Transportation System (including Ariane and Hermes) and the Japanese Space Transportation System (including the H-II launch system). Such access shall be in accordance with the provisions of the relevant MOUs and implementing arrangements.

2. On a reimbursable basis, NASA shall provide launch and return services to the other Cooperating Agencies and their respective users consistent with conditions specified in the relevant MOUs and implementing arrangements. With respect to financial conditions, the Cooperating Agencies shall provide launch and return services to one another and to one another's users at prices they routinely charge comparable users. The Cooperating Agencies shall use their best efforts to accommodate one another's proposed requirements and flight schedules.

3. Each Partner shall respect the proprietary rights in and confidentiality of appropriately marked data and goods to be transported on its space transportation system.

Article 13
Communications

1. NASA's Tracking and Data Relay Satellite System (TDRSS) space network is the baseline communication system for the Space Station manned base, the U.S. polar platform, and their payloads. ESA's Data Relay Satellite system (DRS) is the baseline communication system for the polar platform provided by the European Partner, the MTFF, and their payloads. Other communication systems may be used on the manned base by the Partners if such systems are compatible with the manned base and manned base use of TDRSS. Such use, as well as ground-to-ground transmission of Space Station data, shall be in accordance with provisions in the relevant MOUs and implementing arrangements.

2. On a reimbursable basis, the Cooperating Agencies shall use their best efforts to accommodate, with their respective communication systems, specific Space Station-related requirements of one another, consistent with conditions specified in the relevant MOUs and implementing arrangements.

3. Measures to ensure the confidentiality of utilization data passing through the Space Station Information System and other communication systems being used in connection with the Space

Station may be implemented, as provided in the MOUs. Each Partner shall respect the proprietary rights in, and the confidentiality of, the utilization data passing through its communication systems, including its ground network and the communication systems of its contractors, when providing communication services to another Partner.

Article 14
Evolution

1. The Partners intend that the Space Station shall evolve through the addition of capability and shall strive to maximize the likelihood that such evolution will be effected through contributions from all the Partners. To this end, it shall be the object of each Partner to provide, where appropriate, the opportunity to the other Partners to cooperate in its proposals for additions of evolutionary capability. The Space Station together with its additions of evolutionary capability shall remain a civil station, and its operation and utilization shall be for peaceful purposes, in accordance with international law.

2. This Agreement sets forth rights and obligations concerning only the elements listed in the Annex, except that this Article and Article 16 shall apply to any additions of evolutionary capability. This Agreement does not commit any Partner State to participate in, or otherwise grant any Partner rights in, the addition of evolutionary capability.

3. Procedures for the coordination of the Partners' respective evolution studies and for the review of specific proposals for the addition of evolutionary capability are provided in the MOUs.

4. Cooperation between or among Partners regarding the sharing of addition(s) of evolutionary capability shall require, following the coordination and review provided for in paragraph 3 above, either amendment of this Agreement or a separate agreement to which, to the extent that such addition is on the manned base or has a technical or operational impact on the manned base or the NASA Space Transportation System, the United States is a party to ensure that such addition is consistent with the overall programmatic responsibilities of the United States as set forth in Article 7.

5. Following the coordination and review provided for in paragraph 3 above, the addition of evolutionary capability by one Partner shall require prior notification of the other Partners and, to the extent that such addition is on the manned base or has a technical or operational impact on the manned base or the NASA Space Transportation System, an agreement with the United States to ensure that such addition is consistent with the overall

programmatic responsibilities of the United States as set forth in Article 7.

6. A Partner which may be affected by the addition of evolutionary capability under paragraph 4 or 5 above may request consultations with the other Partners in accordance with Article 23.

7. The addition of evolutionary capability shall in no event modify the rights and obligations of any Partner State under this Agreement and the MOUs concerning the elements listed in the Annex, unless the affected Partner State otherwise agrees.

Article 15
Funding

1. Each Partner shall bear the costs of fulfilling its respective responsibilities under this Agreement, including sharing on an equitable basis the agreed common costs of the operation of the Space Station, as provided in the MOUs and implementing arrangements.

2. Financial obligations of each Partner pursuant to this Agreement are subject to its funding procedures and the availability of appropriated funds. Recognizing the importance of Space Station cooperation, each Partner undertakes to make its best efforts to obtain approval for funds to meet those obligations, consistent with its respective funding procedures.

3. In the event that funding problems arise that may affect a Partner's ability to fulfill its responsibilities in Space Station cooperation, that Partner, acting through its Cooperating Agency, shall notify and consult with the other Cooperating Agencies. If necessary, the Partners may also consult.

4. The Partners shall seek to minimize the exchange of funds in the implementation of Space Station cooperation, including, if the concerned Partners agree, through the use of barter.

Article 16
Cross-Waiver of Liability

1. The objective of this Article is to establish a cross-waiver of liability by the Partner States and related entities in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the Space Station. This cross-waiver of liability shall be broadly construed to achieve this objective.

2. For the purposes of this Article:

(a) A "Partner State" includes its Cooperating Agency. It also includes any entity specified in the MOU betweem NASA and the Government of Japan to assist the Government of Japan's Cooperating Agency in the implementation of that MOU.

(b) The term "related entity" means:

(1) a contractor or subcontractor of a Partner State at any tier;

(2) a user or customer of a Partner State at any tier; or

(3) a contractor or subcontractor of a user or customer of a Partner State at any tier.

"Contractors" and "subcontractors" include suppliers of any kind.

(c) The term "damage" means:

(1) bodily injury to, or other impairment of health of, or death of, any person;

(2) damage to, loss of, or loss of use of any property;

(3) loss of revenue or profits; or

(4) other direct, indirect or consequential damage.

(d) The term "launch vehicle" means an object (or any part thereof) intended for launch, launched from Earth, or returning to Earth which carries payloads or persons, or both.

(e) The term "payload" means all property to be flown or used on or in a launch vehicle or the Space Station.

(f) The term "Protected Space Operations" means all launch vehicle activities, Space Station activities, and payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of this Agreement, the MOUs, and implementing arrangements. It includes, but is not limited to:

(1) research, design, development, test, manufacture, assembly, integration, operation, or use of launch or transfer vehicles (for example, the Orbital Maneuvering Vehicle), the Space Station, or a payload, as well as related support equipment and facilities and services;

(2) all activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

"Protected Space Operations" also includes all activities related to evolution of the Space Station, as provided for in Article 14. "Protected Space Operations" excludes activities on Earth which are conducted on return from the Space Station to develop further a payload's product or process for use other than for Space Station related activities in implementation of this Agreement.

3. (a) Each Partner State agrees to a cross-waiver of liability pursuant to which each Partner State waives all claims against any of the entities or persons listed in subparagraphs 3(a)(1) through 3(a)(3) below based on damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for damage, whatever the legal basis for such claims, including but not limited to delict and tort (including negligence of every degree and kind) and contract, against:

(1) another Partner State;

(2) a related entity of another Partner State;

(3) the employees of any of the entities identified in subparagraphs 3(a)(1) and 3(a)(2) above.

(b) In addition, each Partner State shall extend the cross-waiver of liability as set forth in subparagraph 3(a) above to its own related entities by requiring them, by contract or otherwise, to agree to waive all claims against the entities or persons identified in subparagraphs 3(a)(1) through 3(a)(3) above.

(c) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of liability arising from the Liability Convention where the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

(d) Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not be applicable to:

(1) claims between a Partner State and its own related entity or between its own related entities;

(2) claims made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural person;

(3) claims for damage caused by willful misconduct;

(4) intellectual property claims.

(e) Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.

Article 17
Liability Convention

1. Except as otherwise provided in Article 16, the Partner States, as well as ESA, shall remain liable in accordance with the Liability Convention.

2. In the event of a claim arising out of the Liability Convention, the Partners (and ESA, if appropriate) shall consult promptly on any potential liability, on any apportionment of such liability, and on the defense of such claim.

3. Regarding the provision of launch and return services provided for in Article 12(2), the Partners concerned (and ESA, if appropriate) may conclude separate agreements regarding the apportionment of any potential joint and several liability arising out of the Liability Convention.

Article 18
Customs and Immigration

1. Each Partner State shall facilitate the movement of persons and goods necessary to implement this Agreement into and out of its territory, subject to its laws and regulations.

2. Subject to its laws and regulations, each Partner State shall facilitate provision of the appropriate entry and residence documentation for nationals and families of nationals of another Partner State who enter or exit or reside within the territory of the first Partner State in order to carry out functions necessary for the implementation of this Agreement.

3. Each Partner State shall seek to accord entry into its territory free of customs duties and other similar charges to such goods necessary for the implementation of this Agreement.

Article 19
Exchange of Data and Goods

1. Except as otherwise provided in this paragraph, each Partner, acting through its Cooperating Agency, shall transfer all technical data and goods considered to be necessary (by both parties to any transfer) to fulfill the responsibilities of that Partner's Cooperating Agency under the relevant MOUs and implementing arrangements. Each Partner undertakes to handle expeditiously any request for technical data or goods presented by the Cooperating Agency of another Partner for the purposes of Space Station cooperation. This paragraph shall not require a Partner State to transfer any technical data and goods in contravention of its national laws or regulations.

2. The Partners shall make their best efforts to handle expeditiously requests for authorization of transfers of technical data and goods by persons or entities other than the Partners or their Cooperating Agencies (for example, company-to-company exchanges which are likely to develop), and they shall encourage and facilitate such transfers in connection with the Space Station cooperation under this Agreement. Otherwise, such transfers are not covered by the terms and conditions of this Article. National laws and regulations shall apply to such transfers.

3. The Partners agree that transfers of technical data and goods under this Agreement shall be subject to the restrictions set forth in this paragraph. Technical data or goods not covered by the restrictions set forth in this paragraph shall be transferred without restrictions, except as otherwise restricted by national laws or regulations.

(a) The furnishing Cooperating Agency shall mark with a notice, or otherwise specifically identify, the technical data or goods that are to be protected for export control purposes. Such a notice or identification shall indicate any specific conditions regarding how such technical data or goods may be used by the receiving Cooperating Agency and its contractors and subcontractors, including (1) that such technical data or goods shall be used only for the purposes of fulfilling the receiving Cooperating Agency's responsibilities under this Agreement and the relevant MOUs, and (2) that such technical data or goods shall not be used by persons or entities other than the receiving Cooperating Agency, its contractors or subcontractors, or for any other purposes, without the prior written permission of the furnishing Partner State, acting through its Cooperating Agency.

(b) The furnishing Cooperating Agency shall mark with a notice the technical data that are to be protected for proprietary rights purposes. Such notice shall indicate any specific conditions regarding how such technical data may be used by the receiving Cooperating Agency and its contractors and subcontractors, including (1) that such technical data shall be used, duplicated, or disclosed only for the purposes of fulfilling the receiving Cooperating Agency's responsibilities under this Agreement and the relevant MOUs, and (2) that such technical data shall not be used by persons or entities other than the receiving Cooperating Agency, its contractors or subcontractors, or for any other purposes, without the prior written permission of the furnishing Partner State, acting through its Cooperating Agency.

(c) In the event that any technical data or goods transferred under this Agreement are classified, the furnishing Cooperating Agency shall mark with a notice, or otherwise specifically identify, such technical data or goods. The requested Partner State may require that any such transfer shall be pursuant to a security of information agreement or arrangement which sets forth the conditions for transferring and protecting such technical data or goods. A transfer need not be conducted if the receiving Partner State does not provide for the protection of the secrecy of patent applications containing information that is classified or otherwise held in secrecy for national security purposes. No classified technical data or goods shall be transferred under this Agreement unless both parties agree to the transfer.

4. Each Partner State shall take all necessary steps to ensure that technical data or goods received by it under subparagraphs 3(a), 3(b), or 3(c) above shall be treated by the receiving Partner State, its Cooperating Agency, and other persons and entities (including contractors and subcontractors) to which the technical data or goods are subsequently transferred in accordance with the terms of the notice or identification. Each Partner State and Cooperating Agency shall take all reasonably necessary steps, including ensuring appropriate contractual conditions in their contracts and subcontracts, to prevent unauthorized use, disclosure, or retransfer of, or unauthorized access to, such technical data or goods. In the case of technical data or goods received under subparagraph 3(c) above, the receiving Partner State or Cooperating Agency shall accord such technical data or goods a level of protection at least equivalent to the level of protection accorded by the furnishing Partner State or Cooperating Agency.

5. It is not the intent of the Partners to grant, through this Agreement or the relevant MOUs, any rights to a recipient beyond the right to use, disclose, or retransfer received technical data or goods consistent with conditions imposed under this Article.

6. Withdrawal from this Agreement by a Partner State shall not affect rights or obligations regarding the protection of

technical data and goods transferred under this Agreement prior to such withdrawal, unless otherwise agreed in a withdrawal agreement pursuant to Article 27.

7. For the purposes of this Article, any transfer of technical data and goods by a Cooperating Agency to ESA shall be deemed to be destined to ESA, to all of the European Partner States, and to ESA's designated Space Station contractors and subcontractors, unless otherwise specifically provided for at the time of transfer.

Article 20
Treatment of Data and Goods in Transit

Recognizing the importance of the continuing operation and full international utilization of the Space Station, each Partner State shall, to the extent its applicable laws and regulations permit, allow the expeditious transit of data and goods of the other Partners, their Cooperating Agencies, and their users. This Article shall only apply to data and goods transiting to and from the Space Station, including but not limited to transit between its national border and a launch or landing site within its territory, and between a launch or landing site and the Space Station.

Article 21
Intellectual Property

1. For the purposes of this Agreement, "intellectual property" is understood to have the meaning of Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967.

2. Subject to the provisions of this Article, for purposes of intellectual property law, an activity occurring in or on a Space Station flight element shall be deemed to have occurred only in the territory of the Partner State of that element's registry, except that for ESA-registered elements any European Partner State may deem the activity to have occurred within its territory. For avoidance of doubt, participation by a Partner State, its Cooperating Agency, or its related entities in an activity occurring in or on any other Partner's Space Station flight element shall not in and of itself alter or affect the jurisdiction over such activity provided for in the previous sentence.

3. In respect of an invention made in or on any Space Station flight element by a person who is not its national or resident, a Partner State shall not apply its laws concerning secrecy of inventions so as to prevent the filing of a patent application (for example, by imposing a delay or requiring prior

authorization) in any other Partner State that provides for the protection of the secrecy of patent applications containing information that is classified or otherwise protected for national security purposes. This provision does not prejudice (a) the right of any Partner State in which a patent application is first filed to control the secrecy of such patent application or restrict its further filing; or (b) the right of any other Partner State in which an application is subsequently filed to restrict, pursuant to any international obligation, the dissemination of an application.

4. Where a person or entity owns intellectual property which is protected in more than one European Partner State, that person or entity may not recover in more than one such State for the same act of infringement of the same rights in such intellectual property which occurs in or on an ESA-registered element. Where the same act of infringement in or on an ESA-registered element gives rise to actions by different intellectual property owners by virtue of more than one European Partner State's deeming the activity to have occurred in its territory, a court may grant a temporary stay of proceedings in a later-filed action pending the outcome of an earlier-filed action. Where more than one action is brought, satisfaction of a judgment rendered for damages in any of the actions shall bar further recovery of damages in any pending or future action for infringement based upon the same act of infringement.

5. With respect to an activity occurring in or on an ESA-registered element, no European Partner State shall refuse to recognize a license for the exercise of any intellectual property right if that license is enforceable under the laws of any European Partner State, and compliance with the provisions of such license shall also bar recovery for infringement in any European Partner State.

6. The temporary presence in the territory of a Partner State of any articles, including the components of a flight element, in transit between any place on Earth and any flight element of the Space Station registered by another Partner State or ESA shall not in itself form the basis for any proceedings in the first Partner State for patent infringement.

Article 22
Criminal Jurisdiction

In view of the unique and unprecedented nature of this particular international cooperation in space:

1. The United States, the European Partner States, Japan, and Canada may exercise criminal jurisdiction over the flight elements they respectively provide and over personnel in or on any flight

element who are their respective nationals, in accordance with Article 5(2).

2. In addition, the United States may exercise criminal jurisdiction over misconduct committed by a non-U.S. national in or on a non-U.S. element of the manned base or attached to the manned base which endangers the safety of the manned base or the crew members thereon; provided that, before proceeding to trial with such a prosecution, the United States:

(a) shall consult with the Partner State whose national is the alleged perpetrator concerning the prosecutorial interests of both States; and

(b) shall have either

(1) received the concurrence of such Partner State in the continuation of the prosecution; or

(2) if such concurrence is not forthcoming, failed to receive assurances from such Partner State that it intends to prosecute its national on commensurate charges supported by the evidence.

Article 23
Consultations

1. The Partners, acting through their Cooperating Agencies, may consult with each other on any matter arising out of Space Station cooperation. The Partners shall exert their best efforts to settle such matters through consultation between or among their Cooperating Agencies in accordance with procedures provided in the MOUs.

2. Any Partner may request that government-level consultations be held with another Partner on any matter arising out of Space Station cooperation. The requested Partner shall accede to such request promptly. If the requesting Partner notifies the United States that the subject of such consultations is appropriate for consideration by all the Partners, the United States shall convene multilateral consultations at the earliest practicable time, to which it shall invite all the Partners.

3. If an issue not resolved through consultations still needs to be resolved, the concerned Partners may submit that issue to an agreed form of dispute resolution such as conciliation, mediation, or arbitration.

Article 24
Space Station Cooperation Review

In view of the long-term, complex, and evolving character of their cooperation under this Agreement, the Partners shall keep each other informed of developments which might affect this cooperation. Beginning in 1989, and every three years thereafter, the Partners shall meet to deal with matters involved in their cooperation and to review and promote Space Station cooperation.

Article 25
Entry into Force

1. This Agreement shall remain open for signature by the States listed in the Preamble of this Agreement.

2. This Agreement is subject to ratification, acceptance, approval, or accession. Ratification, acceptance, approval, or accession shall be effected by each State in accordance with its constitutional processes. Instruments of ratification, acceptance, approval, or accession shall be deposited with the Government of the United States, hereby designated as the Depositary.

3.(a) This Agreement shall enter into force on the date on which the United States has deposited an instrument of ratification, acceptance, or approval, and the conditions for entry into force for the European Partner contained in subparagraph (b) below have been met, or another Partner has deposited its instrument of ratification, acceptance, or approval. The Depositary shall notify all signatory States of this Agreement's entry into force. Thereafter, if this Agreement has not entered into force for the European Partner, it shall enter into force therefor as provided in subparagraph (b) below; it shall enter into force for other Partners upon the deposit of their instruments of ratification, acceptance, approval, or accession.

(b) This Agreement shall not enter into force for a European Partner State before it enters into force for the European Partner. It shall enter into force for the European Partner only after the Depositary receives instruments of ratification, acceptance, approval, or accession from at least four European signatory or acceding States that together contribute not less than 80 per cent to the Columbus Development Programme of the European Space Agency.

(c) Once this Agreement has entered into force for the European Partner, any European State listed in the Preamble to this Agreement that is not counted for purposes of subparagraph (b) above or any other ESA Member State that was an ESA Member

State at the time of signature of this Agreement by the United States may accede to this Agreement upon deposit of its instrument of accession with the Depositary. Any other ESA Member State may accede to this Agreement with the concurrence of the United States.

4. If, by 31 December 1992, this Agreement has not entered into force for a Partner, the United States shall convene a conference of the signatories to this Agreement to consider what steps, including any modifications to this Agreement, are necessary to take account of that circumstance.

Article 26
Amendments

This Agreement may be amended by written agreement of the Partner States for which this Agreement has entered into force. Any amendment shall be subject to ratification, acceptance, approval, or accession by those States in accordance with their respective constitutional processes.

Article 27
Withdrawal

1. Any Partner State may withdraw from this Agreement at any time by giving to the Depositary at least one year's prior written notice. Withdrawal by a European Partner State shall not affect the rights and obligations of the European Partner under this Agreement.

2. If a Partner gives notice of withdrawal from this Agreement, with a view toward ensuring the continuation of the overall program, the Partners shall endeavor to reach agreement concerning the terms and conditions of that Partner's withdrawal before the effective date of withdrawal.

3. Because Canada's contribution is an essential part of the Space Station infrastructure, upon its withdrawal, Canada shall ensure the effective use and operation by the United States of the Canadian elements listed in the Annex. To this end, Canada shall expeditiously provide drawings, documentation, software, spares, tooling, special test equipment, and/or any other necessary items.

4. In addition to the provisions in paragraphs 2 and 3 above, upon Canada's notice of withdrawal for any reason, the United States and Canada shall expeditiously negotiate a withdrawal agreement. Assuming that such agreement provides for the transfer to the United States of the Canadian elements listed in the Annex, it shall also provide for the United States to give Canada adequate compensation for such transfer.

5. If a Partner gives notice of withdrawal from this Agreement, its Cooperating Agency shall be deemed to have withdrawn from its corresponding MOU with NASA, effective from the same date as its withdrawal from this Agreement.

6. Withdrawal by any Partner State shall not affect that Partner State's continuing rights and obligations under Articles 16, 17, and 19, unless otherwise agreed in a withdrawal agreement pursuant to paragraph 2 or 4 above.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE at Washington, this 29th day of September 1988. The texts of this Agreement in the English, French, German, Italian, and Japanese languages shall be equally authentic. A single original text in each language shall be deposited in the archives of the Government of the United States, which shall transmit certified copies to all signatory States. Upon entry into force of this Agreement, the Depositary shall register it pursuant to Article 102 of the Charter of the United Nations.

ANNEX

Space Station Elements to be Provided by the Partners

The Space Station elements to be provided by the Partners are summarized below and are further elaborated in the MOUs:

1. The Government of the United States, through NASA, shall provide:

-- Space Station infrastructure elements, including a habitation module;
-- as user elements, a laboratory module for the manned base (including basic functional outfitting), attached payload accommodation equipment for the manned base, and a polar platform; and
-- in addition to the flight elements above, Space Station-unique ground elements.

2. The European Governments, through ESA, shall provide:

-- as user elements, the Attached Pressurized Module for the manned base (including basic functional outfitting), a Man-Tended Free Flyer which will be serviced at the manned base, and a polar platform; and
-- in addition to the flight elements above, Space Station-unique ground elements.

3. The Government of Japan shall provide:

-- as a user element, the Japanese Experiment Module for the manned base (including basic functional outfitting, as well as the Exposed Facility and the Experiment Logistics Modules); and
-- in addition to the flight element above, Space Station-unique ground elements.

4. The Government of Canada, through MOSST, shall provide:

-- as Space Station infrastructure elements, the Mobile Servicing Center (MSC), the MSC Maintenance Depot, and the Special Purpose Dexterous Manipulator; and
-- in addition to the flight elements above, Space Station-unique ground elements.

SIGNATORIES TO THE SPACE STATION INTERGOVERNMENTAL AGREEMENT

- Belgium
- Canada
- Denmark
- France
- Germany, Federal Republic of
- Italy
- Japan
- Netherlands
- Norway
- Spain
- United Kingdom
- United States

DEPARTMENT OF EXTERNAL AFFAIRS,
Ottawa, Ontario, September 26, 1988.

Mr. RICHARD J. SMITH,
Principal Deputy Assistant Secretary and Chief U.S. Negotiator, Department of State, Washington, DC.

DEAR SIR: I am writing to you in reply to your letter of September 19, 1988. As you know, Article 9.8(b) of the Agreement provides that the "Partner providing an element shall determine whether a contemplated use of that element is for peaceful purposes, except that this subparagraph shall not be invoked to prevent any Partner from using resources derived from the Space Station infrastructure."

Thus Canada determines whether a contemplated use of its elements is for peaceful purposes, and, as noted in your letter, the United States decides whether a contemplated use of its elements, as well as of its allocations of resources derived from the Space Station infrastructure, may be carried out under the Agreement.

Your letter and this reply are consistent with, and without prejudice to, Canadian and U.S. rights and obligations under the Agreement. We would be grateful if you would copy our response to the other Partners.

Yours sincerely,

J.E.G. GIBSON,
Director General and Chief Negotiator.

UNITED STATES DEPARTMENT OF STATE,
BUREAU OF OCEANS AND INTERNATIONAL
ENVIRONMENTAL AND SCIENTIFIC AFFAIRS,
Washington, DC, September 19, 1988.

Mr. J.E.G. GIBSON,
Director General and Chief Canadian Negotiator, Department of External Affairs, Ottawa, Canada.

DEAR MR. GIBSON: With reference to our negotiations on the Space Station Intergovernmental Agreement to be submitted for signature by the Partner States, this is to confirm that, pursuant to that Agreement, which provides that all utilization of the permanently manned civil Space Station will be for peaceful purposes, in accordance with international law, the United States has the right to use its elements, as well as its allocations of resources derived from the Space Station infrastructure, for national security purposes. With respect to such uses of these elements and resources, the decision whether they may be carried out under the Agreement will be made by the United States.

Sincerely yours,

RICHARD J. SMITH,
Principal Deputy Assistant Secretary and Chief U.S. Negotiator.

MINISTRY OF FOREIGN AFFAIRS,
Tokyo, Japan, September 20, 1988.

Mr. RICHARD J. SMITH,
*Principal Deputy Assistant Secretary and Chief U.S. Negotiator,
State Department, Washington, DC.*

DEAR MR. SMITH: I am writing to you in reply to your letter of September 19, 1988. This is to confirm that you letter of September 19, 1988 correctly states U.S. rights under the Agreement to decide whether contemplated uses of its elements and its allocations of resources derived from the space station infrastructure may be carried out under the Agreement.

I should also like to confirm that when Japan determines, pursuant to Article 9.8(b) of the Agreement, that a contemplated use of its elements is not for peaceful purposes, such use will not take place.

Sincerely yours,

YUICHI KUSUMOTO,
*Director, Scientific Affairs
Division, Ministry of Foreign
Affairs of Japan.*

United States Department of State,
Bureau of Oceans and International
Environmental and Scientific Affairs,
Washington, DC.

Mr. Yuicho Kusumoto,
Director, Scientific Affairs Division, Ministry of Foreign Affairs, Tokyo, Japan.

Dear Mr. Kusumoto: With reference to our negotiations on the Space Station Intergovernmental Agreement to be submitted for signature by the Partner States, this is to confirm that, pursuant to that Agreement, which provides that all utilization of the permanently manned civil Space Station will be for peaceful purposes, in accordance with international law, the United States has the right to use its elements, as well as its allocations of resources derived from the Space Station infrastructure, for national security purposes. With respect to such uses of these elements and resources, the decision whether they may be carried out under the Agreement will be made by the United States.

Sincerely yours,

Richard J. Smith,
Principal Deputy Assistant Secretary and Chief U.S. Negotiator.

HEAD OF THE EUROPEAN GOVERNMENTS' DELEGATION
TO THE INTERNATIONAL SPACE STATION NEGOTIATIONS,
Bonn, September 20, 1988.

Mr. RICHARD J. SMITH,
Principal Deputy Assistant Secretary, United States Department of State, Washington, DC.

DEAR MR. SMITH: I am writing to you in reply to your letter of September 19, 1988. This is to confirm, on behalf of the representatives to the Space Station negotiations of the European States that will be signatories to the Agreement, that your letter of September 19, 1988 correctly states U.S. rights under the Agreement to decide whether contemplated uses of its elements and its allocations of resources derived from Space Station infrastructure may be carried out under the Agreement.

I should like to confirm that, with respect to the use of elements of the permanently manned civil Space Station provided by Europe, the European Partner will be guided by Article II of the Convention establishment the European Space Agency.

Sincerely yours,

REINHARD LOOSCH.

UNITED STATES DEPARTMENT OF STATE,
BUREAU OF OCEANS AND INTERNATIONAL
ENVIRONMENTAL AND SCIENTIFIC AFFAIRS,
Washington, DC, September 19, 1988.

Mr. REINHARD LOOSCH,
*Deputy Assistant Secretary, Ministry for Research and Technology,
Boon, Federal Republic of Germany.*

DEAR. MR. LOOSCH: With reference to our negotiations on the Space Station Intergovernmental Agreement to be submitted for signature by the Partner States, this is to confirm that, pursuant to that Agreement, which provides that all utilization of the permanently manned civil Space Station will be for peaceful purposes, in accordance with international law, the United States has the right to use its elements, as well as its allocations of resources derived from the Space Station infrastructure, for national security purposes. With respect to such uses of these elements and resources, the decision whether they may be carried out under the Agreement will be made by the United States.

Sincerely yours,

RICHARD J. SMITH,
*Principal Deputy Assistant
Secretary and Chief U.S.
Negotiator.*

THE INTERNATIONAL COSPAS-SARSAT PROGRAMME AGREEMENT

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THE INTERNATIONAL COSPAS-SARSAT PROGRAMME AGREEMENT

THE STATES PARTIES TO THIS AGREEMENT:

NOTING the successful implementation of the COSPAS-SARSAT Search and Rescue Satellite System established under a Memorandum of Understanding among the Ministry of Merchant Marine of the Union of Soviet Socialist Republics, the National Oceanic and Atmospheric Administration of the United States of America, the Department of National Defence of Canada and the Centre National d'Etudes Spatiales of France which was signed on 5 October 1984 and came into effect on 8 July 1985;

DESIRING to strengthen the close international cooperation in this humanitarian endeavour;

AWARE of the efforts in the International Maritime Organization to establish a Global Maritime Distress and Safety System, building on the International Convention for the Safety of Life at Sea, done at London on 1 November 1974, on the Convention and Operating Agreement of the International Maritime Satellite Organization (INMARSAT), done at London on 3 September 1976, and the International Convention on Maritime Search and Rescue, done at Hamburg on 27 April 1979, as well as the responsibilities of the International Civil Aviation Organization and the International Telecommunication Union in their respective fields;

CONVINCED that a worldwide satellite system to provide alert and location services for maritime, aviation and terrestrial distress and safety is important for the efficient operation of search and rescue;

RECALLING the provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, of 27 January 1967, and other multilateral agreements regarding the use of outer space to which they are Party;

RECOGNIZING that it is therefore desirable to operate the COSPAS-SARSAT system, in accordance with international law, so as to endeavour to provide long term alert and location services in support of search and rescue and access to the System to all States on a non-discriminatory basis, and free of charge for the end-user in distress,

HAVE AGREED AS FOLLOWS:

ARTICLE 1: DEFINITIONS

- 'Party' means a State for which this Agreement has entered into force;
- 'Programme' means those activities carried out by the Parties to provide, operate and coordinate the COSPAS-SARSAT System, in accordance with this Agreement;
- 'Cooperating Agency' means an organization designated by a Party for the purpose of implementing the Programme;
- 'System' means the COSPAS-SARSAT System comprising a Space Segment, a Ground Segment and Radiobeacons, all as described in Article 3;
- 'Ground Segment Provider' means any State which establishes and operates Ground Segment equipment under the terms of Article 11.2;
- 'User State' means any State that avails itself of the System under the terms of Article 12.2 and Article 12.3.

ARTICLE 2: PURPOSE OF THE AGREEMENT

In fostering international cooperation for search and rescue, the purpose of this Agreement is to:

(a) assure the long term operation of the System;

(b) provide distress alert and location data from the System to the international community in support of search and rescue operations on a non-discriminatory basis;

(c) support, by providing these distress alert and location data, the objectives of the International Maritime Organization and the International Civil Aviation Organization, concerning search and rescue; and

(d) define the means by which the Parties shall coordinate the management of the System and cooperate with other national authorities and relevant international organizations in the operation and coordination of the System.

ARTICLE 3:
GENERAL DESCRIPTION OF THE SYSTEM

3.1 The System comprises:

(a) a Space Segment made up, under normal operating conditions, of at least four compatible satellite assemblies each comprising three basic units:

(i) a platform moving in low earth polar orbit as a mounting for the other units,

(ii) a receiver-processor and memory unit designed to receive, process and store signals received on 406 MHz for retransmission, and

(iii) a repeater unit relaying radiobeacon signals on 121.5 MHz;

(b) a Ground Segment comprising:

(i) Local User Terminals established by the Parties and other States to receive signals relayed by the satellites and process them to determine radiobeacon location, and

(ii) Mission Control Centres established by the Parties and other States to accept the output from the Local User Terminals and convey distress alert and location data to appropriate authorities;

(c) radiobeacons, which are designed to be activated in a distress and to transmit a radio signal on frequencies of 406 MHz and/or 121.5 MHz, the characteristics of which comply with appropriate provisions of the International Telecommunication Union and COSPAS-SARSAT specifications.

3.2 The COSPAS-SARSAT Space Segment configuration may be enhanced in accordance with decisions of the Council established pursuant to Articles 7 and 8.

ARTICLE 4:
COOPERATING AGENCIES

4.1 Each Party shall designate a Cooperating Agency which shall be responsible for the implementation of the Programme.

4.2 Each Party shall inform the other Parties of its designated Cooperating Agency and of any subsequent changes.

ARTICLE 5:
RESPONSIBILITIES OF PARTIES

5.1 The Parties shall contribute to the Programme on a long term basis so as to maintain the Space Segment of the System.

5.2 The contribution of a Party shall be at least one of the basic units of the Space Segment of the System.

5.3 Each Party shall determine its contribution to the Space Segment of the System.

5.4 The initial contributions of the original Parties to the Space Segment, under normal operating conditions, are as follows:

Union of Soviet Socialist Republics	2 platforms 2 receiver-processor and memory units 2 repeater units
United States of America	2 platforms
Republic of France	2 receiver-processor and memory units
Canada	2 repeater units

5.5 In the event of a change to the contribution of a Party, that Party shall notify the Depositary of the change.

5.6 A Party providing a satellite platform shall be responsible for its operation. Such operation shall be consistent with any technical requirements and the satisfactory performance of the System pursuant to Article 9(d).

5.7 The Parties shall ensure administrative, operational and technical coordination among themselves and between the Parties and other Ground Segment Providers, and shall endeavour to keep User States fully informed regarding the System.

5.8 The Parties shall endeavour to deliver relevant COSPAS-SARSAT alert and location data to appropriate search and rescue authorities and to coordinate System activities with such authorities.

5.9 Parties shall exchange such information as is necessary to permit the performance of their respective obligations pursuant to this Agreement.

ARTICLE 6:
FINANCIAL MATTERS

6.1 Each Party, in conformity with its domestic funding procedures, and subject to the availability of appropriated funds, shall be fully responsible for financing all costs associated with its contribution to the Space Segment as determined pursuant to Article 5, and the common costs arising from the obligations of this Agreement.

6.2 Common costs associated with the organization, administration and coordination of the Programme, as agreed in the Council, including those incurred in financing the activities of the Council and the Secretariat, shall be shared equally by the Parties.

6.3 The reception and transmission of distress alert data through the COSPAS-SARSAT Space Segment shall be provided free of charge to all States.

6.4 Non-Party States choosing to participate in activities associated with the organization, coordination and administration of the Programme as referred to in Article 6.2 may be invited to contribute to the common costs involved under terms determined by the Council.

ARTICLE 7:
STRUCTURE

7.1 The following organs shall be established pursuant to this Agreement:

(a) the Council; and

(b) the Secretariat.

7.2 The Council may establish subsidiary organs as required for the implementation of this Agreement.

ARTICLE 8:
THE COUNCIL - COMPOSITION AND PROCEDURES

8.1 The Council shall be composed of one representative of each of the Parties who may be accompanied by deputies and advisers.

8.2 The Council shall adopt its own rules of procedure.

8.3 The Council shall meet as often as may be necessary for the efficient discharge of its functions, but not less than once a year.

8.4 Decisions of the Council shall be taken unanimously.

8.5 The languages of the Council shall be English, French and Russian.

ARTICLE 9:
FUNCTIONS OF THE COUNCIL

The Council shall carry out the relevant policies and coordinate the activities of the Parties. The functions of the Council shall include:

(a) overseeing the implementation of this Agreement;

(b) the development of the necessary technical, administrative and operational plans for the implementation of the present Agreement;

(c) the implementation of those provisions of Article 6 requiring Council action;

(d) the preparation, consideration and adoption of technical specifications for the System space and ground facilities and radiobeacons, as well as the adoption of COSPAS-SARSAT technical and operational documentation;

(e) ensuring interaction and cooperation with the International Civil Aviation Organization, the International Telecommunication Union, the International Maritime Organization and other international organizations for the purpose of coordinating technical matters;

(f) the provision of administrative, operational and technical coordination with Ground Segment Providers and User States, including the adoption of procedures for type approval or commissioning of Ground Segment equipment and radiobeacons;

(g) the assessment of the need for technical and operational enhancements of the System, including those relating to contributions of the Parties and those which would entail contributions by States non-Parties to this Agreement;

(h) the establishment of mechanisms for exchange of appropriate technical and operational information;

(i) taking decisions upon matters of joint relations with States non-Parties to this Agreement, as well as international organizations;

(j) the direction of Secretariat activities;

(k) the organization and coordination of exercises, trials and studies that are necessary to assess the performance of the System; and

(l) other matters regarding operation of the System's Space and Ground Segments and radiobeacons that the Council agrees shall fall within its purview.

ARTICLE 10:
THE SECRETARIAT

10.1 The Secretariat shall be the permanent administrative organ for the Programme and shall assist the Council in the implementation of its functions.

10.2 The Secretariat shall be managed by a Head of Secretariat, appointed pursuant to procedures approved by the Council.

10.3 The Secretariat shall take direction from the Council in the performance of its functions, which include:

(a) conference services for the meetings of the Council and of its subsidiary organs;

(b) administrative services concerning general correspondence, system documentation and promotional materials;

(c) technical services including the preparation of reports as instructed by the Council;

(d) liaison with Ground Segment Providers, User States and international organizations; and

(e) such other services as may be required by the Council for the implementation of this Agreement.

ARTICLE 11:
GROUND SEGMENT PROVIDERS

11.1 Any State planning to establish and operate Ground Segment equipment shall advise the Council of its intention to do so and shall:

(a) adhere to the technical specifications and operating procedures set by the Council for the purpose of ensuring adequate system performance;

(b) endeavour to deliver, in accordance with procedures agreed with the Council, distress alert and location information received through the COSPAS-SARSAT Space Segment to appropriate search and rescue authorities;

(c) provide, as agreed with the Council, appropriate performance data in order to confirm compatibility of its Ground Segment equipment with the System;

(d) designate an organization to carry out its responsibilities pursuant to this Article;

(e) participate in appropriate meetings of the Programme, convened by the Council, on terms and conditions determined by the Council, with a view to resolving relevant administrative, operational and technical issues;

(f) confirm that it will not make any claims or bring actions against the Parties for injury, damages or financial losses arising out of activities, or lack thereof, pursuant to this Agreement;

(g) adhere to the provisions of Article 12 in relation to its use of the System; and

(h) fulfill any other requirement as may be agreed with the Council.

11.2 Any such State wishing to become a Ground Segment Provider shall notify formal acceptance of its obligations pursuant to Article 11.1 to the Depositary which shall inform the Parties. Such notification shall be in the form of a standard letter and shall include the conditions of participation in the System previously agreed with the Council pursuant to Article 11.1.

ARTICLE 12:
USER STATES

12.1 Any State may utilize the System both through the reception of COSPAS-SARSAT alert and location data and through the deployment of radiobeacons.

12.2 Any such State wishing to become a User State shall assume certain responsibilities including:

(a) to advise the Council or the competent international organization of its point or points of contact for distress alert purposes;

(b) to make use of radiobeacons for operation in the System, the characteristics of which comply with appropriate provisions of the International Telecommunication Union and COSPAS-SARSAT specifications;

(c) to maintain, as applicable, a radiobeacon register;

(d) to exchange COSPAS-SARSAT data in a timely and non-discriminatory manner, in accordance with procedures agreed with the Council;

(e) to confirm that it will not make any claims or bring actions against the Parties for injury, damages or financial losses arising out of activities, or lack thereof, pursuant to this Agreement;

(f) to participate as necessary in appropriate meetings of the Programme, convened by the Council, on terms and conditions determined by the Council, with a view to resolving relevant administrative, operational and technical issues; and

(g) to fulfill any other requirement as may be agreed with the Council.

12.3 User States shall notify formal acceptance of their obligations under Article 12.2 to the Depositary which shall inform the Parties. Such notification shall be in the form of a standard letter and shall include the conditions of participation in the System previously agreed with the Council pursuant to Article 12.2.

ARTICLE 13:
RELATIONSHIP WITH INTERNATIONAL ORGANIZATIONS

13.1 To promote implementation of this Agreement, the Parties, acting through the Council, shall cooperate with the International Civil Aviation Organization, the International Telecommunication Union and the International Maritime Organization, as well as with other international organizations, on matters of common interest. The Parties shall take into account the relevant resolutions, standards and recommendations of these international organizations.

13.2 This cooperation may be formalized between these Organizations and the Parties.

ARTICLE 14:
LIABILITY

14.1 The Parties shall not make any claims or bring actions against each other for injury, damages or financial losses arising out of activities, or lack thereof, pursuant to this Agreement.

14.2 The Parties accept no liability towards users of the System or any third party, particularly as regards any claims for injury, damages or financial losses that may arise from the use of the System. Parties will cooperate with a view to protecting themselves from any such potential claims.

ARTICLE 15:
SETTLEMENT OF DISPUTES

15.1 Any dispute concerning the interpretation or implementation of this Agreement should be settled by negotiations between or among the Parties concerned.

15.2 If a settlement cannot be reached by such negotiations, the dispute may, if the affected Parties so agree, be referred to arbitration.

ARTICLE 16:
ACCESSION

16.1 This Agreement shall be open for accession by any State that agrees to contribute a minimum of one basic unit to the Space Segment, and is prepared to assume the responsibilities of a Party pursuant to this Agreement.

16.2 Where a State is to accede to this Agreement and assume responsibility for the contribution of a basic unit of the existing Space Segment, either as described in Article 3.1 or as enhanced pursuant to Article 3.2, it shall do so in agreement with the Party currently providing that basic unit and in consultation with the other Parties.

16.3 Where a State is to accede to this Agreement and assume responsibility for the contribution of an additional basic unit which itself constitutes an enhancement of the Space Segment, it shall do so with the agreement of all Parties following a decision of the Council pursuant to Article 3.2 that such enhancement is required.

16.4 Where the requirements of Article 16.2 or 16.3, as appropriate, have been satisfied and the State so notified, such State may accede by depositing its instrument of accession with the Depositary.

16.5 This Agreement shall enter into force for the acceding State on the date of deposit of the instrument of accession with the Depositary.

ARTICLE 17:
WITHDRAWAL

17.1 A Party may withdraw from this Agreement.

17.2 A Party intending to withdraw shall notify the Depositary to that effect. Such withdrawal shall take effect one year after the date of receipt of notification by the Depositary, or at a later date to be agreed by the Parties.

17.3 A Party intending to withdraw from this Agreement shall endeavour to ensure continuity of its existing contribution to the Space Segment and, in that respect, shall consult with the other Parties to determine adjustments in their respective responsibilities.

ARTICLE 18:
AMENDMENTS

18.1 Amendments to this Agreement may be proposed by any Party.

18.2 Ninety days notice is required before consideration of a proposed amendment by the Council at its next meeting. The Council shall consider the proposed amendment at that meeting and make recommendation to the Parties concerning such proposed amendment.

18.3 The amendment shall enter into force sixty days after the Depositary has received notification of acceptance from all the Parties.

18.4 The Depositary shall promptly notify all the Parties of the receipt of notifications of acceptance of amendments and of the entry into force of amendments.

ARTICLE 19:
DEPOSITARY

19.1 The Depositaries of this Agreement shall be the Secretary-General of the International Civil Aviation Organization and the Secretary-General of the International Maritime Organization.

19.2 The Depositary shall promptly inform all the Parties to this Agreement of the date of each signature, of the date of deposit of each instrument of ratification, acceptance, approval or accession, of the date of entry into force of this Agreement, and of the receipt of other notifications.

19.3 This Agreement shall be registered with the United Nations Secretariat in accordance with Article 102 of the Charter of the United Nations.

ARTICLE 20:
ENTRY INTO FORCE AND DURATION

20.1 This Agreement shall be open for signature by Canada, the Republic of France, the United States of America and the Union of Soviet Socialist Republics. Signature may be made not subject to ratification, acceptance or approval, or may be accompanied by a declaration that it is subject to ratification, acceptance or approval.

20.2 This Agreement shall enter into force for Canada, the Republic of France, the United States of America and the Union of Soviet Socialist Republics on the sixtieth day following the date on which these four States have either signed the Agreement not subject to ratification, acceptance or approval, or have deposited instruments of ratification, acceptance or approval with the Depositary.

20.3 Upon entry into force of this Agreement, the Parties shall take the necessary measures in order to ensure that the Memorandum of Understanding, which was signed 5 October 1984 and came into effect 8 July 1985, among the Ministry of Merchant Marine of the Union of Soviet Socialist Republics, the National Oceanic and Atmospheric Administration of the United States of America, the Department of National Defence of Canada and the Centre National d'Etudes Spatiales of France concerning Cooperation in the COSPAS-SARSAT Search and Rescue Satellite System, ceases to be in effect.

20.4 This Agreement shall remain in force for a period of fifteen years from the date on which it enters into force and shall be extended automatically for successive periods of five years.

IN WITNESS WHEREOF, the undersigned have signed this Agreement.

DONE AT PARIS this first day of July one thousand nine hundred and eighty-eight, in the English, French and Russian languages, all texts being equally authentic, in two originals deposited with the Secretary-General of the International Civil Aviation Organization and the Secretary-General of the International Maritime Organization respectively. Certified copies of the Agreement shall be transmitted by the Depositary to the Parties.

For Canada :
Pour le Canada :
За Канаду:

David WRIGHT

David Wright

For the Republic of France :
Pour la République Française :
За Французскую Республику:

Gilbert PEROL

For the Union of Soviet Socialist Republics :
Pour l'Union des Républiques Socialistes Soviétiques :
За Союз Советских Социалистических Республик:

O. A. SAVINE

For the United States of America :
Pour les Etats-Unis d'Amérique :
За Соединенные Штаты Америки:

William EVANS

REPORT OF THE UNITED STATES DELEGATION TO THE ITU WORLD ADMINISTRATIVE RADIO CONFERENCE ON THE USE OF THE GEOSTATIONARY SATELLITE ORBIT AND ON THE PLANNING OF SPACE SERVICES UTILIZING IT

Geneva, Switzerland, August 29–October 6, 1988

(Submitted to the Secretary of State by Theodore F. Brophy, Chairman, United States Delegation)

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ITU WORLD ADMINISTRATIVE RADIO CONFERENCE FOR THE SPACE SERVICES

The International Telecommunication Union (ITU) is a specialized agency of the United Nations and is responsible, among other things, for allocating radio frequencies used by spacecraft. The regulations are far too lengthy to be reproduced here. Instead, the following is the Executive Summary of the report of the U.S. delegation to the most recent ITU conference concerning allocations for space services, specifically those using geostationary orbit. The conference was held in two parts, 1985 and 1988, and often the sessions are referred to as ORB 85 and ORB 88.

Other allocations for space services are contained in the regulations resulting from the 1979 General World Administrative Radio Conference. The final acts of the 1979 conference were signed and ratified by the United States and should be consulted for further information about ITU actions vis a vis space services. The final acts of the 1985/1988 ORB conferences have not yet been submitted to the Senate for advice and consent to ratification; hence the inclusion here of only the delegation's report rather than the regulations themselves.

I. EXECUTIVE SUMMARY

This is the U.S. Delegation Report on the Second Session of a two session conference of the International Telecommunication Union (ITU), formally titled the "World Administrative Radio Conference on the Use of the Geostationary Satellite Orbit and the Planning of the Space Services Utilizing It." The Conference objective was to guarantee in practice for all countries equitable access to the geostationary satellite orbit and the frequency bands allocated to space services. The Conference is often referred to as the Space WARC; this Report refers to the First Session as ORB 85 and the Second as ORB 88.

ORB 85 was held between August 8 and September 16, 1985, and was attended by delegations from 112 nations. It decided to plan only the Fixed Satellite Service (FSS) in certain frequency bands and adopted a dual planning approach with 11 planning principles. One planning approach, the Allotment Plan, was intended to provide all ITU members with at least one allotment for national systems (domestic service). It was to apply to 800 MHz of the frequency bands newly allocated to the FSS at the 1979 WARC, the so-called "expansion bands." The other planning approach, Improved Procedure, introduced the vaguely defined concept of multilateral planning meetings (MPMs). It was to apply to certain other bands allocated to the FSS, the "conventional bands," widely used by commercial satellite systems. Although these two planning approaches were conceptually identified, technical parameters and criteria, as well as regulatory procedures needed to implement and administer the approaches, were not specified in any detail. ORB 85 also made decisions regarding the Broadcasting Satellite Service (BSS). Technical parameters and their associated values were adopted for the planning of BSS feeder links for Regions 1 and 3. Moreover, the Region 2 down link and feeder link plans developed at the 1983 Region 2 BSS Planning Conference (RARC SAT R2) were incorporated into the Radio Regulations.

ORB 88 was held between August 29 and October 6, 1988. Its success was a direct result of the substantial time and effort invested in preparing for this session by the United States, other administrations, the ITU and various organizations.

This Executive Summary presents the key issues of the Conference, the fundamental U.S. objectives, and a brief assessment of the outcome. The main body of the Report contains a more detailed discussion of these factors.

KEY ISSUES OF ORB 88

The key issues at ORB 88 were to:

- —establish the Allotment Plan, including its technical standards, parameters and criteria, as well as the associated regulatory procedures;
- —establish the Improved Procedures planning approaches;
- —simplify the procedures for the FSS in the unplanned bands;
- —make appropriate recommendations regarding the 30/20 GHz band;
- —establish the feeder link plan for the BSS in Regions 1 and 3;
- —consider the long term applicability of the BSS Interim System Procedures developed at RARC–SAT R2;
- —consider the issues of satellite sound broadcasting and high definition television.

U.S. OBJECTIVES

The U.S. objectives at ORB 88 were to:

- —develop a successful Allotment Plan which would: (a) be limited to the frequency bands identified at ORB 85; (b) provide at least one allotment to each administration; (c) accommodate existing systems on an equal basis with planned allotments; (d) accommodate subregional systems and additional requirements; and (e) permit implementation of allotments within generalized parameters without coordination;
- —establish Improved Procedures Planning using MPMs only in exceptional cases and then on a basis that would give equitable treatment to existing systems, have a minimum of formality, and not violate national sovereignty;
- —simplify the regulatory procedures of the unplanned bands to reduce administrative burdens while maintaining or improving protection;
- —defer consideration of planning the 30/20 GHz bands to a future conference;
- —obtain satisfactory feeder link assignments in the BSS plan for Regions 1 and 3, to match the seven down link assignments for U.S. trust territories and possessions contained in the 1977 Region 3 BSS plan;
- —incorporate the BSS Interim System Procedures from RARC SAT R2 into the Radio Regulations;
- —defer decisions on satellite sound broadcasting to a future allocations conference dealing with the range 300–3000 MHz, while defining the work the CCIR should perform before such a conference, supporting relevant experiments, and preserving the basic principles contained in Resolution 505; and
- —keep options open for a future conference to allocate frequencies for HDTV, preferably on a worldwide basis, and continue CCIR studies for the selection of a suitable frequency band.

ORB 88 RESULTS

From the U.S. viewpoint, the Conference results were very favorable and the Final Acts were signed without Reservation, although the United States joined 20 other administrations in submitting an "additional declaration" (Annex F).

The Allotment Plan. The Plan is limited to the frequencies identified at ORB 85 and consists of two parts. Part A contains national allotments for all administrations and geographical areas, with special geographic considerations taken into account. The guarantee of access is provided at a "nominal" orbital location that has a predetermined arc associated with it. The standardized system parameters adopted are a compromise between existing technology and the less stringent standards preferred by developing countries. Although generally satisfactory, several of the parameters significantly reduce the Plan's flexibility. Generalized parameters and an associated Annex will permit the implementation of most allotments without the need for coordination.

Part B of the Allotment Plan contains "existing systems" (as generally defined by ORB 85 and specifically identified by ORB 88). These systems have a status equal to that of the national allotments in Part A. At the Conference, many administrations modified characteristics of their existing systems so that Part B would be compatible, in most respects, with Part A.

Procedures associated with the Allotment Plan provide for implementation of subregional systems and additional requirements. The Allotment Plan has a duration of at least 20 years.

Improved Procedures Planning. An MPM process was established for use in "exceptional" cases, with minimal modifications to the Radio Regulations. Resolution COM 6/3 defines MPMs as a part of the mechanism to provide equitable access and resolves that MPMs should only be used when an administration incurs "major difficulty" in obtaining coordination in certain FSS bands. An MPM may be called by any administration seeking coordination. Although urged to participate, administrations are under no obligation to do so. MPM results are considered as coordination agreements among the participants and do not prejudice the rights of non-participants.

Simplified Procedures. Regulatory procedures pertaining to frequency bands not within the Allotment Plan or Improved Procedures Planning were simplified in several important respects, such as changing the Appendix 29 Delta T coordination threshold from four to six percent. Time constraints for orbit access were also relaxes. Moreover, the substance of a U.S. proposal dealing with coordination and notification on a network basis was adopted. It significantly reduces the administrative burden for large users of space telecommunications. These changes provide new means and flexibility in securing access to the geostationary orbit.

30/20 GHz Bands. These bands were not identified for planning at this time. The CCIR is to continue its studies on the technical characteristics of these bands until a decision is taken by a future conference.

BSS Feeder Link Plan. A feeder link plan was adopted for Regions 1 and 3 that is similar to the Region 2 feeder link plan. The United States received assignments that are quite satisfactory. Technical parameters and associated procedures are also acceptable.

BSS Interim System Procedures. Resolution 42 was modified to include the text of the interim procedures from RARC SAT R2 with minor revisions to satisfy the concerns of Region 1 administrations.

Satellite Sound Broadcasting. Resolution COM 5/1 calls for a future conference to allocate frequencies in the range 500 to 3,000 MHz for the BSS sound. This Resolution is consistent with the basic principles of Resolution 505 which was retained without change. It also invites the CCIR to pursue relevant studies and identifies certain specific issues for study.

High Definition Television. Resolution COM 5/3 recommends a future conference to allocate frequencies to the BSS in the range 12.7 to 23 GHz for HDTV, preferably on a worldwide basis. It invites the CCIR to continue studies on HDTV and identifies specific issues to be included.

CONCLUSION

This Conference completes the process of negotiation initiated at the 1979 WARC. ORB 85 was difficult, contentious and concluded with vague results. ORB 88, although difficult, was conducted in a reasonably efficient manner: it constrained itself primarily to technical and policy issues, and concluded with results that were satisfactory to the United States and to nearly all other participants.

The Conference achieved its objective of guaranteeing for all countries equitable access to the Geostationary Orbit and the frequencies bands allocated to space services using it. Moreover, all key U.S. objectives were realized. U.S. private sector and national security interests were adequately protected.

The U.S. Delegation played an active role throughout the Conference. This was possible due to extensive preparations and because of the expert qualifications of the U.S. Delegation in every technical and policy area addressed at the Conference. The U.S. Delegation considers the outcome of the Conference acceptable and believes it will provide a viable regulatory regime for satellite telecommunications into the next century.

SECTION 4

INTERNATIONAL COMMUNICATIONS SATELLITE AGREEMENTS

INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION (INTELSAT) AGREEMENT WITH ANNEXES

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INTELSAT AND INMARSAT

The interrelationship between domestic and international space law mentioned in the introduction to this volume is especially evident in the area of communications satellites. U.S. laws affecting participation in the International Telecommunications Satellite Organization (INTELSAT) and the International Maritime Satellite Communications Organization (INMARSAT) are embodied in the Communications Satellite Act of 1962, as amended (the Comsat Act). The text of the Comsat Act is printed in the other volume of this report (Part 2, U.S. Space Law Documents) since it is part of U.S. domestic space law.

International Telecommunications Satellite Organization (INTELSAT)

Agreement, with annexes, done at Washington August 20, 1971;
Entered into force February 12, 1973.
And operating agreement, with annex
Concluded by certain Governments and entities designated by Governments;
Done at Washington August 20, 1971;
Entered into force February 12, 1973.

PREAMBLE

The States Parties to this Agreement,

Considering the principle set forth in Resolution 1721 (XVI) of the General Assembly of the United Nations that communication by means of satellites should be available to the nations of the world as soon as practicable on a global and non-discriminatory basis,

Considering the relevant provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies,[1] and in particular Article I, which states that outer space shall be used for the benefit and in the interests of all countries,

Noting that pursuant to the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System and the related Special Agreement, a global commercial telecommunications satellite system has been established,

Desiring to continue the development of this telecommunications satellite system with the aim of achieving a single global commercial telecommunications satellite system as part of an improved global telecommunications network which will provide expanded telecommunications services to all areas of the world and which will contribute to world peace and understanding,

Determined, to this end, to provide, for the benefit of all mankind, through the most advanced technology available, the most efficient and economic facilities possible consistent with the best and most equitable use of the radio frequency spectrum and of orbital space,

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[1] TIAS 6347; 18 UST 2410.

Believing that satellite telecommunications should be organized in such a way as to permit all peoples to have access to the global satellite system and those States members of the International Telecommunication Union so wishing to invest in the system with consequent participation in the design, development, construction, including the provision of equipment, establishment, operation, maintenance and ownership of the system,

Pursuant to the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System,[1]

Agree as follows:

ARTICLE I

(Definitions)

For the purposes of this Agreement:

(a) "Agreement" means the present agreement, including its Annexes but excluding all titles of Articles, opened for signature by Governments at Washington on August 20, 1971, by which the international telecommunications satellite organization "INTELSAT" is established;

(b) "Operating Agreement" means the agreement, including its Annex but excluding all titles of Articles, opened for signature at Washington on August 20, 1971, by Governments or telecommunications entities designated by Governments in accordance with the provisions of this Agreement;

(c) "Interim Agreement" means the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System signed by Governments at Washington on August 20, 1964;

(d) "Special Agreement" means the agreement signed on August 20, 1964, by Governments or telecommunications entities designated by Governments, pursuant to the provisions of the Interim Agreement;

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[1] TIAS 5646; 15 UST 1705.

(e) "Interim Communications Satellite Committee" means the Committee established by Article IV of the Interim Agreement;

(f) "Party" means a State for which the Agreement has entered into force or been provisionally applied;

(g) "Signatory" means a Party, or the telecommunications entity designated by a Party, which has signed the Operating Agreement and for which it has entered into force or been provisionally applied;

(h) "Space segment" means the telecommunications satellites, and the tracking, telemetry, command, control, monitoring and related facilities and equipment required to support the operation of these satellites;

(i) "INTELSAT space segment" means the space segment owned by INTELSAT;

(j) "Telecommunications" means any transmission, emission or reception of signs, signals, writing, images and sounds or intelligence of any nature, by wire, radio, optical or other electromagnetic systems;

(k) "Public telecommunications services" means fixed or mobile telecommunications services which can be provided by satellite and which are available for use by the public, such as telephony, telegraphy, telex, facsimile, data transmission, transmission of radio and television programs between approved earth stations having access to the INTELSAT space segment for further transmission to the public, and leased circuits for any of these purposes; but excluding those mobile services of a type not provided under the Interim Agreement and the Special Agreement prior to the opening for signature of this Agreement, which are provided through mobile stations operating directly to a satellite which is designed, in whole or in part, to provide services relating to the safety or flight control of aircraft or to aviation or maritime radio navigation;

(l) "Specialized telecommunications services" means telecommunications services which can be provided by satellite, other than those defined in paragraph (k) of this Article, including, but not limited to, radio navigation services, broadcasting satellite services for reception by the general public, space research services, meteorological services, and earth resources services;

(m) "Property" includes every subject of whatever nature to which a right of ownership can attach, as well as contractual rights; and

(n) "Design" and "development" include research directly related to the purposes of INTELSAT.

ARTICLE II

(Establishment of INTELSAT)

(a) With full regard for the principles set forth in the Preamble to this Agreement, the Parties hereby establish the international telecommunications satellite organization "INTELSAT", the main purpose of which is to continue and carry forward on a definitive basis the design, development, construction, establishment, operation and maintenance of the space segment of the global commercial telecommunications satellite system as established under the provisions of the Interim Agreement and the Special Agreement.

(b) Each State Party shall sign, or shall designate a telecommunications entity, public or private, to sign, the Operating Agreement which shall be concluded in conformity with the provisions of this Agreement and which shall be opened for signature at the same time as this Agreement. Relations between any telecommunications entity, acting as Signatory, and the Party which has designated it shall be governed by applicable domestic law.

(c) Telecommunications administrations and entities may, subject to applicable domestic law, negotiate and enter directly into appropriate traffic agreements with respect to their use of channels of telecommunications provided pursuant to this Agreement and the Operating Agreement, as well as services to be furnished to the public, facilities, divisions of revenue and related business arrangements.

ARTICLE III

(Scope of INTELSAT Activities)

(a) In continuing and carrying forward on a definitive basis activities concerning the space segment of the global commercial telecommunications satellite system referred to in paragraph (a) of Article II of this Agreement, INTELSAT shall have as its prime objective the provision, on a commercial basis, of the space segment required for international public telecommunications services of high quality and reliability to be available on a non-discriminatory basis to all areas of the world.

(b) The following shall be considered on the same basis as international public telecommunications services:

(i) domestic public telecommunications services between areas separated by areas not under the jurisdiction of the State concerned, or between areas separated by the high seas; and

(ii) domestic public telecommunications services between areas which are not linked by any terrestrial wideband facilities and which are separated by natural barriers of such an exceptional nature that they impede the viable establishment of terrestrial wideband facilities between such areas, provided that the Meeting of Signatories, having regard to advice tendered by the Board of Governors, has given the appropriate approval in advance.

(c) The INTELSAT space segment established to meet the prime objective shall also be made available for other domestic public telecommunications services on a non-discriminatory basis to the extent that the ability of INTELSAT to achieve its prime objective is not impaired.

(d) The INTELSAT space segment may also, on request and under appropriate terms and conditions, be utilized for the purpose of specialized telecommunications services, either international or domestic, other than for military purposes, provided that:

(i) the provision of public telecommunications services is not unfavorably affected thereby; and

(ii) the arrangements are otherwise acceptable from a technical and economic point of view.

(e) INTELSAT may, on request and under appropriate terms and conditions, provide satellites or associated facilities separate from the INTELSAT space segment for:

(i) domestic public telecommunications services in territories under the jurisdiction of one or more Parties;

(ii) international public telecommunications services between or among territories under the jurisdiction of two or more Parties;

(iii) specialized telecommunications services, other than for military purposes;

provided that the efficient and economic operation of the INTELSAT space segment is not unfavorably affected in any way.

(f) The utilization of the INTELSAT space segment for specialized telecommunications services pursuant to paragraph (d) of this Article, and the provision of satellites or associated facilities separate from the INTELSAT space segment pursuant to paragraph (e) of this Article, shall be covered by contracts entered into between INTELSAT and the applicants concerned. The utilization of INTELSAT space segment facilities for specialized telecommunications services pursuant to paragraph (d) of this Article, and the provision of satellites or associated facilities separate from the INTELSAT space segment for specialized telecommunications services pursuant to subparagraph (e) (iii) of this Article, shall be in accordance with appropriate authorizations, at the planning stage, of the Assembly of Parties pursuant to subparagraph (c) (iv) of Article VII of this Agreement. Where the utilization of INTELSAT space segment facilities for specialized telecommunications services would involve additional costs which result from required modifications to existing or planned INTELSAT space segment facilities, or where the provision of satellites or associated facilities separate from the INTELSAT space segment is sought for specialized telecommunications services as provided for in subparagraph (e) (iii) of this Article, authorization pursuant to subparagraph (c) (iv) of Article VII of this Agreement shall be sought from the Assembly of Parties as soon as the Board of Governors is in a position to advise the Assembly of Parties in detail regarding the estimated cost of the proposal, the benefits to be derived, the technical or other problems involved and the probable effects on present or foreseeable INTELSAT services. Such authorization shall be obtained before the procurement process for the facility or facilities involved is initiated.

Before making such authorizations, the Assembly of Parties, in appropriate cases, shall consult or ensure that there has been consultation by INTELSAT with Specialized Agencies of the United Nations directly concerned with the provision of the specialized telecommunications services in question.

ARTICLE IV

(Juridical Personality)

(a) INTELSAT shall possess juridical personality. It shall enjoy the full capacity necessary for the exercise of its functions and the achievement of its purposes, including the capacity to:

- (i) conclude agreements with States or international organizations;
- (ii) contract;
- (iii) acquire and dispose of property; and
- (iv) be a party to legal proceedings.

(b) Each Party shall take such action as is necessary within its jurisdiction for the purpose of making effective in terms of its own law the provisions of this Article.

ARTICLE V

(Financial Principles)

(a) INTELSAT shall be the owner of the INTELSAT space segment and of all other property acquired by INTELSAT. The financial interest in INTELSAT of each Signatory shall be equal to the amount arrived at by the application of its investment share to the valuation effected pursuant to Article 7 of the Operating Agreement.

(b) Each Signatory shall have an investment share corresponding to its percentage of all utilization of the INTELSAT space segment by all Signatories as determined in accordance with the provisions of the Operating Agreement. However, no Signatory, even if its utilization of the INTELSAT space segment is nil, shall have an investment share less than the minimum established in the Operating Agreement.

(c) Each Signatory shall contribute to the capital requirements of INTELSAT, and shall receive capital repayment and compensation for use of capital in accordance with the provisions of the Operating Agreement.

(d) All users of the INTELSAT space segment shall pay utilization charges determined in accordance with the provisions of this Agreement and the Operating Agreement. The rates of space segment utilization charge for each type of utilization shall be the same for all applicants for space segment capacity for that type of utilization.

(e) The separate satellites and associated facilities referred to in paragraph (e) of Article III of this Agreement may be financed and owned by INTELSAT as part of the INTELSAT space segment upon the unanimous approval of all the Signatories. If such approval is withheld, they shall be separate from the INTELSAT space segment and shall be financed and owned by those requesting them. In this case the financial terms and conditions set by INTELSAT shall be such as to cover fully the costs directly resulting from the design, development, construction and provision of such separate satellites and associated facilities as well as an adequate part of the general and administrative costs of INTELSAT.

ARTICLE VI

(Structure of INTELSAT)

(a) INTELSAT shall have the following organs:

- (i) the Assembly of Parties;
- (ii) the Meeting of Signatories;
- (iii) the Board of Governors; and
- (iv) an executive organ, responsible to the Board of Governors.

(b) Except to the extent that this Agreement or the Operating Agreement specifically provides otherwise, no organ shall make determinations or otherwise act in such a way as to alter, nullify, delay or in any other manner interfere with the exercise of a power or the discharge of a responsibility or a function attributed to another organ by this Agreement or the Operating Agreement.

(c) Subject to paragraph (b) of this Article, the Assembly of Parties, the Meeting of Signatories and the Board of Governors shall each take note of and give due and proper consideration to any resolution, recommendation or view made or expressed by another of these organs acting in the exercise of the responsibilities and functions attributed to it by this Agreement or the Operating Agreement.

ARTICLE VII

(Assembly of Parties)

(a) The Assembly of Parties shall be composed of all the Parties and shall be the principal organ of INTELSAT.

(b) The Assembly of Parties shall give consideration to those aspects of INTELSAT which are primarily of interest to the Parties as sovereign

States. It shall have the power to give consideration to general policy and long-term objectives of INTELSAT consistent with the principles, purposes and scope of activities of INTELSAT, as provided for in this Agreement. In accordance with paragraphs (b) and (c) of Article VI of this Agreement, the Assembly of Parties shall give due and proper consideration to resolutions, recommendations and views addressed to it by the Meeting of Signatories or the Board of Governors.

(c) The Assembly of Parties shall have the following functions and powers:

(i) in the exercise of its power of considering general policy and long-term objectives of INTELSAT, to formulate its views or make recommendations, as it may deem appropriate, to the other organs of INTELSAT;

(ii) to determine that measures should be taken to prevent the activities of INTELSAT from conflicting with any general multilateral convention which is consistent with this Agreement and which is adhered to by at least two-thirds of the Parties;

(iii) to consider and take decisions on proposals for amending this Agreement in accordance with Article XVII of this Agreement and to propose, express its views and make recommendations on amendments to the Operating Agreement;

(iv) to authorize, through general rules or by specific determinations, the utilization of the INTELSAT space segment and the provision of satellites and associated facilities separate from the INTELSAT space segment for specialized telecommunications services within the scope of activities referred to in paragraph (d) and subparagraph (e) (iii) of Article III of this Agreement;

(v) to review, in order to ensure the application of the principle of non-discrimination, the general rules established pursuant to subparagraph (b) (v) of Article VIII of this Agreement;

(vi) to consider and express its views on the reports presented by the Meeting of Signatories and the Board of Governors concerning the implementation of general policies, the activities and the long-term program of INTELSAT;

(vii) to express, pursuant to Article XIV of this Agreement, its findings in the form of recommendations, with respect to the intended establishment, acquisition or utilization of space segment facilities separate from the INTELSAT space segment facilities;

(viii) to take decisions, pursuant to subparagraph (b) (i) of Article XVI of this Agreement, in connection with the withdrawal of a Party from INTELSAT;

(ix) to decide upon questions concerning formal relationships between INTELSAT and States, whether Parties or not, or international organizations;

(x) to consider complaints submitted to it by Parties;

(xi) to select the legal experts referred to in Article 3 of Annex C to this Agreement;

(xii) to act upon the appointment of the Director General in accordance with Articles XI and XII of this Agreement;

(xiii) pursuant to Article XII of this Agreement, to adopt the organizational structure of the executive organ; and

(xiv) to exercise any other powers coming within the purview of the Assembly of Parties according to the provisions of this Agreement.

(d) The first ordinary meeting of the Assembly of Parties shall be convened by the Secretary General within one year following the date on which this Agreement enters into force. Ordinary meetings shall thereafter be scheduled to be held every two years. The Assembly of Parties, however, may decide otherwise from meeting to meeting.

(e) (i) In addition to the ordinary meetings provided for in paragraph (d) of this Article, the Assembly of Parties may meet in extraordinary meetings, which may be convened either upon request of the Board of Governors acting pursuant to the provisions of Article XIV or XVI of this Agreement, or upon the request of one or more Parties which receives the support of at least one-third of the Parties including the requesting Party or Parties.

(ii) Requests for extraordinary meetings shall state the purpose of the meeting and shall be addressed in writing to the Secretary General or the Director General, who shall arrange for the meeting to be held as soon as possible and in accordance with the rules of procedure of the Assembly of Parties for convening such meetings.

(f) A quorum for any meeting of the Assembly of Parties shall consist of representatives of a majority of the Parties. Each Party shall have one vote. Decisions on matters of substance shall be taken by an affirmative vote cast by at least two-thirds of the Parties whose representatives are present and voting. Decisions on procedural matters shall be taken by an affirmative vote cast by a simple majority of the Parties whose representatives are present and voting. Disputes whether a specific matter is procedural or substantive shall be decided by a vote cast by a simple majority of the Parties whose representatives are present and voting.

(g) The Assembly of Parties shall adopt its own rules of procedure, which shall include provision for the election of a Chairman and other officers.

(h) Each Party shall meet its own costs of representation at a meeting of the Assembly of Parties. Expenses of meetings of the Assembly of Parties shall be regarded as an administrative cost of INTELSAT for the purpose of Article 8 of the Operating Agreement.

ARTICLE VIII

(Meeting of Signatories)

(a) The Meeting of Signatories shall be composed of all the Signatories. In accordance with paragraphs (b) and (c) of Article VI of this Agreement, the Meeting of Signatories shall give due and proper consideration to resolutions, recommendations and views addressed to it by the Assembly of Parties or the Board of Governors.

(b) The Meeting of Signatories shall have the following functions and powers:

(i) to consider and express its views to the Board of Governors on the annual report and annual financial statements submitted to it by the Board of Governors;

(ii) to express its views and make recommendations on proposed amendments to this Agreement pursuant to Article XVII of this Agreement and to consider and take decisions, in accordance with Article 22 of the Operating Agreement and taking into account any views and recommendations received from the Assembly of Parties or the Board of Governors, on proposed amendments to the Operating Agreement which are consistent with this Agreement;

(iii) to consider and express its views regarding reports on future programs, including the estimated financial implications of such programs, submitted by the Board of Governors;

(iv) to consider and decide on any recommendation made by the Board of Governors concerning an increase in the ceiling provided for in Article 5 of the Operating Agreement;

(v) to establish general rules, upon the recommendation of and for the guidance of the Board of Governors, concerning:

  (A) the approval of earth stations for access to the INTELSAT space segment,

  (B) the allotment of INTELSAT space segment capacity, and

  (C) the establishment and adjustment of the rates of charge for utilization of the INTELSAT space segment on a non-discriminatory basis;

(vi) to take decisions pursuant to Article XVI of this Agreement in connection with the withdrawal of a Signatory from INTELSAT;

(vii) to consider and express its views on complaints submitted to it by Signatories directly or through the Board of Governors or submitted to it through the Board of Governors by users of the INTELSAT space segment who are not Signatories;

(viii) to prepare and present to the Assembly of Parties, and to the Parties, reports concerning the implementation of general policies, the activities and the long-term program of INTELSAT;

(ix) to take decisions concerning the approval referred to in subparagraph (b)(ii) of Article III of this Agreement;

(x) to consider and express its views on the report on permanent management arrangements submitted by the Board of Governors to the Assembly of Parties pursuant to paragraph (g) of Article XII of this Agreement;

(xi) to make annual determinations for the purpose of representation on the Board of Governors in accordance with Article IX of this Agreement; and

(xii) to exercise any other powers coming within the purview of the Meeting of Signatories according to the provisions of this Agreement or the Operating Agreement.

(c) The first ordinary meeting of the Meeting of Signatories shall be convened by the Secretary General at the request of the Board of Governors within nine months after the entry into force of this Agreement. Thereafter an ordinary meeting shall be held in every calendar year.

(d) (i) In addition to the ordinary meetings provided for in paragraph (c) of this Article, the Meeting of Signatories may hold extraordinary meetings, which may be convened either upon the request of the Board of Governors or upon the request of one or more Signatories which receives the support of at least one-third of the Signatories including the requesting Signatory or Signatories.

(ii) Requests for extraordinary meetings shall state the purpose for which the meeting is required and shall be addressed in writing to the Secretary General or the Director General, who shall arrange for the meeting to be held as soon as possible and in accordance with the rules of procedure of the Meeting of Signatories for convening such meetings. The agenda for an extraordinary meeting shall be restricted to the purpose or purposes for which the meeting was convened.

(e) A quorum for any meeting of the Meeting of Signatories shall consist of representatives of a majority of the Signatories. Each Signatory shall have one vote. Decisions on matters of substance shall be taken by an affirmative vote cast by at least two-thirds of the Signatories whose representatives are present and voting. Decisions on procedural matters shall be taken by an affirmative vote cast by a simple majority of the Signatories whose representatives are present and voting. Disputes whether a specific matter is procedural or substantive shall be decided by a vote cast by a simple majority of the Signatories whose representatives are present and voting.

(f) The Meeting of Signatories shall adopt its own rules of procedure, which shall include provision for the election of a Chairman and other officers.

(g) Each Signatory shall meet its own costs of representation at meetings of the Meeting of Signatories. Expenses of meetings of the Meeting of Signatories shall be regarded as an administrative cost of INTELSAT for the purpose of Article 8 of the Operating Agreement.

ARTICLE IX

(Board of Governors: Composition and Voting)

(a) The Board of Governors shall be composed of:

(i) one Governor representing each Signatory whose investment share is not less than the minimum investment share as determined in accordance with paragraph (b) of this Article;

(ii) one Governor representing each group of any two or more Signatories not represented pursuant to subparagraph (i) of this paragraph whose combined investment share is not less than the minimum investment share as determined in accordance with paragraph (b) of this Article and which have agreed to be so represented;

(iii) one Governor representing any group of at least five Signatories not represented pursuant to subparagraph (i) or (ii) of this paragraph from any one of the regions defined by the Plenipotentiary Conference of the International Telecommunication Union, held at Montreux in 1965, regardless of the total investment shares held by the Signatories comprising the group. However, the number of Governors under this category shall not exceed two for any region defined by the Union or five for all such regions.

(b) (i) During the period between the entry into force of this Agreement and the first meeting of the Meeting of Signatories, the minimum investment share that will entitle a Signatory or group of Signatories to be represented on the Board of Governors shall be equal to the investment share of the Signatory holding position thirteen in the list of the descending order of size of initial investment shares of all the Signatories.

(ii) Subsequent to the period mentioned in subparagraph (i) of this paragraph, the Meeting of Signatories shall determine annually the minimum investment share that will entitle a Signatory or group of Signatories to be represented on the Board of Governors. For this purpose, the Meeting of Signatories shall be guided by the desirability of the number of Governors being approximately twenty, excluding any selected pursuant to subparagraph (a) (iii) of this Article.

(iii) For the purpose of making the determinations referred to in subparagraph (ii) of this paragraph, the Meeting of Signatories shall fix a minimum investment share according to the following provisions:

(A) if the Board of Governors, at the time the determination is made, is composed of twenty, twenty-one or twenty-two Governors, the Meeting of Signatories shall fix a minimum investment share equal to the investment share of the Signatory which, in the list in effect at that time, holds the same position held in the list in effect when the previous determination was made, by the Signatory selected on that occasion,

(B) if the Board of Governors, at the time the determination is made, is composed of more than twenty-two Governors, the Meeting of Signatories shall fix a minimum investment share equal to the investment share of a Signatory which, in the list in effect at that time, holds a position above the one held in the list in effect when the previous determination was made, by the Signatory selected on that occasion,

(C) if the Board of Governors, at the time the determination is made, is composed of less than twenty Governors, the Meeting of Signatories shall fix a minimum investment share equal to the investment share of a Signatory which, in the list in effect at that time, holds a position below the one held in the list in effect when the previous determination was made, by the Signatory selected on that occasion.

(iv) If, by applying the ranking method set forth in subparagraph (iii) (B) of this paragraph, the number of Governors would be less than twenty, or, by applying that set forth in subparagraph (iii) (C) of this paragraph, would be more than twenty-two, the Meeting of Signatories shall determine a minimum investment share that will better ensure that there will be twenty Governors.

(v) For the purpose of the provisions of subparagraphs (iii) and (iv) of this paragraph, the Governors selected in accordance with subparagraph (a) (iii) of this Article shall not be taken into consideration.

(vi) For the purpose of the provisions of this paragraph, investment shares determined pursuant to subparagraph (c) (ii) of Article 6 of the Operating Agreement shall take effect from the first day of the ordinary meeting of the Meeting of Signatories following such determination.

(c) Whenever a Signatory or group of Signatories fulfills the requirements for representation pursuant to subparagraph (a) (i), (ii) or (iii) of this Article, it shall be entitled to be represented on the Board of Governors. In the case of any group of Signatories referred to in subparagraph (a) (iii) of this Article, such entitlement shall become effective upon receipt by the executive organ of a written request from such group, provided, however, that the number of such groups represented on the Board of Governors has not, at the time of receipt of any such written request, reached the applicable limitations prescribed in subparagraph (a) (iii) of this Article. If at the time of receipt of any such written request representation on the Board of Governors pursuant to subparagraph (a) (iii) of this Article has reached the applicable limitations prescribed therein, the group of Signatories may submit its request to the next ordinary meeting of the Meeting of Signatories for a determination pursuant to paragraph (d) of this Article.

(d) Upon the request of any group or groups of Signatories referred to in subparagraph (a) (iii) of this Article, the Meeting of Signatories shall annually determine which of these groups shall be or continue to be represented on the Board of Governors. For this purpose, if such groups exceed two for any one region defined by the International Telecommunication Union, or five for all such regions, the Meeting of Signatories shall first select the group which has the highest combined investment share from each such region from which there has been submitted a written request pursuant to paragraph (c) of this Article. If the number of groups so selected is less than five, the remaining groups which are to be represented shall be selected in decreasing order of the combined investment shares of each group, without exceeding the applicable limitations prescribed in subparagraph (a) (iii) of this Article.

(e) In order to ensure continuity within the Board of Governors, every Signatory or group of Signatories represented pursuant to subparagraph (a) (i), (ii) or (iii) of this Article shall remain represented, either individually or as part of such group, until the next determination made in accordance with paragraph (b) or (d) of this Article, regardless of the changes that may occur in its or their investment shares as the result of any adjustment of investment shares. However, representation as part of a group constituted pursuant to subparagraph (a) (ii) or (iii) of this Article shall cease if the withdrawal from the group of one or more Signatories would make the group ineligible to be represented on the Board of Governors pursuant to this Article.

(f) Subject to the provisions of paragraph (g) of this Article, each Governor shall have a voting participation equal to that part of the investment share of the Signatory, or group of Signatories, he represents, which is derived from the utilization of the INTELSAT space segment for services of the following types:

(i) international public telecommunications services;

(ii) domestic public telecommunications services between areas separated by areas not under the jurisdiction of the State concerned, or between areas separated by the high seas; and

(iii) domestic public telecommunications services between areas which are not linked by any terrestrial wide-band facilities and which are separated by natural barriers of such an exceptional nature that they impede the viable establishment of terrestrial wide-band facilities between such areas, provided that the Meeting of Signatories has given in advance the appropriate approval required by subparagraph (b) (ii) of Article III of this Agreement.

(g) For the purposes of paragraph (f) of this Article, the following arrangements shall apply:

(i) in the case of a Signatory which is granted a lesser investment share in accordance with the provisions of paragraph (d) of Article 6 of the Operating Agreement, the reduction shall apply proportionately to all types of its utilization;

(ii) in the case of a Signatory which is granted a greater investment share in accordance with the provisions of paragraph (d) of Article 6 of the Operating Agreement, the increase shall apply proportionately to all types of its utilization;

(iii) in the case of a Signatory which has an investment share of 0.05 per cent in accordance with the provisions of paragraph (h) of Article 6 of the Operating Agreement and which forms part of a group for the purpose of representation in the Board of Governors pursuant to the provisions of subparagraph (a) (ii) or (a) (iii) of this Article, its investment share shall be regarded as being derived from utilization of the INTELSAT space segment for services of the types listed in paragraph (f) of this Article; and

(iv) no Governor may cast more than forty per cent of the total voting participation of all Signatories and groups of Signatories represented on the Board of Governors. To the extent that the voting participation of any Governor exceeds forty per cent of such total voting participation, the excess shall be distributed equally to the other Governors on the Board of Governors.

(h) For the purposes of composition of the Board of Governors and calculation of the voting participation of Governors, the investment shares determined pursuant to subparagraph (c) (ii) of Article 6 of the Operating Agreement shall take effect from the first day of the ordinary meeting of the Meeting of Signatories following such determination.

(i) A quorum for any meeting of the Board of Governors shall consist of either a majority of the Board of Governors, which majority shall have at least two-thirds of the total voting participation of all Signatories and groups of Signatories represented on the Board of Governors, or else the total number constituting the Board of Governors minus three, regardless of the amount of voting participation they represent.

(j) The Board of Governors shall endeavor to take decisions unanimously. However, if it fails to reach unanimous agreement, it shall take decisions:

(i) on all substantive questions, either by an affirmative vote cast by at least four Governors having at least two-thirds of the total voting participation of all Signatories and groups of Signatories represented on the Board of Governors taking into account the distribution of the excess referred to in subparagraph (g) (iv) of this Article, or else by an affirmative vote cast by at least the total number constituting the Board of Governors minus three, regardless of the amount of voting participation they represent;

(ii) on all procedural questions, by an affirmative vote representing a simple majority of Governors present and voting, each having one vote.

(k) Disputes whether a specific question is procedural or substantive shall be decided by the Chairman of the Board of Governors. The decision of the Chairman may be overruled by a two-thirds majority of the Governors present and voting, each having one vote.

(l) The Board of Governors, if it deems appropriate, may create advisory committees to assist it in the performance of its responsibilities.

(m) The Board of Governors shall adopt its own rules of procedure, which shall include the method of election of a Chairman and such other officers as may be required. Notwithstanding the provisions of paragraph (j) of this Article, such rules may provide for any method of voting in the election of officers which the Board of Governors deems appropriate.

(n) The first meeting of the Board of Governors shall be convened in accordance with paragraph 2 of the Annex to the Operating Agreement. The Board of Governors shall meet as often as is necessary but at least four times a year.

ARTICLE X

(Board of Governors: Functions)

(a) The Board of Governors shall have the responsibility for the design, development, construction, establishment, operation and maintenance of the INTELSAT space segment and, pursuant to this Agreement, the Operating Agreement and such determinations that in this respect may have been made by the Assembly of Parties pursuant to Article VII of this Agreement, for carrying out any other activities which are undertaken by INTELSAT. To discharge the foregoing responsibilities, the Board of Governors shall have the powers and shall exercise the functions coming within its purview according to the provisions of this Agreement and the Operating Agreement, including:

(i) adoption of policies, plans and programs in connection with the design, development, construction, establishment, operation and maintenance of the INTELSAT space segment and, as appropriate, in connection with any other activities which INTELSAT is authorized to undertake;

(ii) adoption of procurement procedures, regulations, terms and conditions, consistent with Article XIII of this Agreement, and approval of procurement contracts;

(iii) adoption of financial policies and annual financial statements, and approval of budgets;

(iv) adoption of policies and procedures for the acquisition, protection and distribution of rights in inventions and technical information, consistent with Article 17 of the Operating Agreement;

(v) formulation of recommendations to the Meeting of Signatories in relation to the establishment of the general rules referred to in subparagraph (b) (v) of Article VIII of this Agreement;

(vi) adoption of criteria and procedures, in accordance with such general rules as may have been established by the Meeting of Signatories, for approval of earth stations for access to the INTELSAT space segment, for verification and monitoring of performance characteristics of earth stations having access, and for coordination of earth station access to and utilization of the INTELSAT space segment;

(vii) adoption of terms and conditions governing the allotment of INTELSAT space segment capacity, in accordance with such general rules as may have been established by the Meeting of Signatories;

(viii) periodic establishment of the rates of charge for utilization of the INTELSAT space segment, in accordance with such general rules as may have been established by the Meeting of Signatories;

(ix) action as may be appropriate, in accordance with the provisions of Article 5 of the Operating Agreement, with respect to an increase in the ceiling provided for in that Article;

(x) direction of the negotiation with the Party in whose territory the headquarters of INTELSAT is situated, and submission to the Assembly of Parties for decision thereon, of the Headquarters Agreement covering privileges, exemptions and immunities, referred to in paragraph (c) of Article XV of this Agreement;

(xi) approval of non-standard earth stations for access to the INTELSAT space segment in accordance with the general rules which may have been established by the Meeting of Signatories;

(xii) establishment of terms and conditions for access to the INTELSAT space segment by telecommunications entities which are not under the jurisdiction of a Party, in accordance with the general rules established by the Meeting of Signatories pursuant to subparagraph (b) (v) of Article VIII of this Agreement and consistent with the provisions of paragraph (d) of Article V of this Agreement;

(xiii) decisions on the making of arrangements for overdrafts and the raising of loans in accordance with Article 10 of the Operating Agreement;

(xiv) submission to the Meeting of Signatories of an annual report on the activities of INTELSAT and of annual financial statements;

(xv) submission to the Meeting of Signatories of reports on future programs including the estimated financial implications of such programs;

(xvi) submission to the Meeting of Signatories of reports and recommendations on any other matter which the Board of Governors deems appropriate for consideration by the Meeting of Signatories;

(xvii) provision of such information as may be required by any Party or Signatory to enable that Party or Signatory to discharge its obligations under this Agreement or the Operating Agreement;

(xviii) appointment and removal from office of the Secretary General pursuant to Article XII, and of the Director General pursuant to Articles VII, XI and XII, of this Agreement;

(xix) designation of a senior officer of the executive organ to serve as Acting Secretary General pursuant to subparagraph (d) (i) of Article XII and designation of a senior officer of the executive organ to serve as Acting Director General pursuant to subparagraph (d) (i) of Article XI of this Agreement;

(xx) determination of the number, status and terms and conditions of employment of all posts on the executive organ upon the recommendation of the Secretary General or the Director General;

(xxi) approval of the appointment by the Secretary General or the Director General of senior officers reporting directly to him;

(xxii) arrangement of contracts in accordance with subparagraph (c) (ii) of Article XI of this Agreement;

(xxiii) establishment of general internal rules, and adoption of decisions in each instance, concerning notification to the International Telecommunication Union in accordance with its rules of procedure of the frequencies to be used for the INTELSAT space segment;

(xxiv) tendering to the Meeting of Signatories the advice referred to in subparagraph (b) (ii) of Article III of this Agreement;

(xxv) expression, pursuant to paragraph (c) of Article XIV of this Agreement, of its findings in the form of recommendations, and the tendering of advice to the Assembly of Parties, pursuant to paragraph (d) or (e) of Article XIV of this Agreement, with respect to the intended establishment, acquisition or utilization of space segment facilities separate from the INTELSAT space segment facilities;

(xxvi) action in accordance with Article XVI of this Agreement and Article 21 of the Operating Agreement in connection with the withdrawal of a Signatory from INTELSAT; and

(xxvii) expression of its views and recommendations on proposed amendments to this Agreement pursuant to paragraph (b) of Article XVII of this Agreement, the proposal of amendments to the Operating Agreement pursuant to paragraph (a) of Article 22 of the Operating Agreement, and the expression of its views and recommendations on proposed amendments to the Operating Agreement pursuant to paragraph (b) of Article 22 of the Operating Agreement.

(b) In accordance with the provisions of paragraphs (b) and (c) of Article VI of this Agreement, the Board of Governors shall:

(i) give due and proper consideration to resolutions, recommendations and views addressed to it by the Assembly of Parties or the Meeting of Signatories; and

(ii) include in its reports to the Assembly of Parties and to the Meeting of Signatories information on actions or decisions taken with respect to such resolutions, recommendations and views, and its reasons for such actions or decisions.

ARTICLE XI

(Director General)

(a) The executive organ shall be headed by the Director General and shall have its organizational structure implemented not later than six years after the entry into force of this Agreement.

(b) (i) The Director General shall be the chief executive and the legal representative of INTELSAT and shall be directly responsible to the Board of Governors for the performance of all management functions.

(ii) The Director General shall act in accordance with the policies and directives of the Board of Governors.

(iii) The Director General shall be appointed by the Board of Governors, subject to confirmation by the Assembly of Parties. The Director General may be removed from office for cause by the Board of Governors on its own authority.

(iv) The paramount consideration in the appointment of the Director General and in the selection of other personnel of the executive organ shall be the necessity of ensuring the highest standards of integrity, competency and efficiency. The Director General and the personnel of the executive organ shall refrain from any action incompatible with their responsibilities to INTELSAT.

(c) (i) The permanent management arrangements shall be consistent with the basic aims and purposes of INTELSAT, its international character and its obligation to provide on a commercial basis telecommunications facilities of high quality and reliability.

(ii) The Director General, on behalf of INTELSAT, shall contract out, to one or more competent entities, technical and operational functions to the maximum extent practicable with due regard to cost and consistent with competence, effectiveness and efficiency. Such entities may be of various nationalities or may be an international corporation owned and controlled by INTELSAT. Such contracts shall be negotiated, executed and administered by the Director General.

(d) (i) The Board of Governors shall designate a senior officer of the executive organ to serve as the Acting Director General whenever the Director General is absent or is unable to discharge his duties, or if the office of Director General should become vacant. The Acting Director General shall have the capacity to exercise all the powers of the Director

General pursuant to this Agreement and the Operating Agreement. In the event of a vacancy, the Acting Director General shall serve in that capacity until the assumption of office by a Director General appointed and confirmed, as expeditiously as possible, in accordance with subparagraph (b) (iii) of this Article.

(ii) The Director General may delegate such of his powers to other officers in the executive organ as may be necessary to meet appropriate requirements.

ARTICLE XII

(Transitional Management and Secretary General)

(a) As a matter of priority after entry into force of this Agreement, the Board of Governors shall:

(i) appoint the Secretary General and authorize the necessary support staff;

(ii) arrange the management services contract in accordance with paragraph (e) of this Article; and

(iii) initiate the study concerning permanent management arrangements in accordance with paragraph (f) of this Article.

(b) The Secretary General shall be the legal representative of INTELSAT until the first Director General shall have assumed office. In accordance with the policies and directives of the Board of Governors, the Secretary General shall be responsible for the performance of all management services other than those which are to be provided under the terms of the management services contract concluded pursuant to paragraph (e) of this Article including those specified in Annex A to this Agreement. The Secretary

General shall keep the Board of Governors fully and currently informed on the performance of the management services contractor under its contract. To the extent practicable, the Secretary General shall be present at or represented at and observe, but not participate in, major contract negotiations conducted by the management services contractor on behalf of INTELSAT. For this purpose the Board of Governors may authorize the appointment to the executive organ of a small number of technically qualified personnel to assist the Secretary General. The Secretary General shall not be interposed between the Board of Governors and the management services contractor nor shall he exercise a supervisory role over the said contractor.

(c) The paramount consideration in the appointment of the Secretary General and in the selection of other personnel of the executive organ shall be the necessity of ensuring the highest standards of integrity, competency and efficiency. The Secretary General and the personnel of the executive organ shall refrain from any action incompatible with their responsibilities to INTELSAT. The Secretary General may be removed from office for cause by the Board of Governors. The office of Secretary General shall cease to exist on the assumption of office by the first Director General.

(d) (i) The Board of Governors shall designate a senior officer of the executive organ to serve as the Acting Secretary General whenever the Secretary General is absent or is unable to discharge his duties, or if the office of Secretary General should become vacant. The Acting Secretary General shall have the capacity to exercise all the powers of the Secretary General pursuant to this Agreement and the Operating Agreement. In the event of a vacancy, the Acting Secretary General shall serve in that capacity until the assumption of office by a Secretary General, who shall be appointed by the Board of Governors as expeditiously as possible.

(ii) The Secretary General may delegate such of his powers to other officers in the executive organ as may be necessary to meet appropriate requirements.

(e) The contract referred to in subparagraph (a) (ii) of this Article shall be between the Communications Satellite Corporation, referred to in this Agreement as "the management services contractor", and INTELSAT, and shall be for the performance of technical and operational management services for INTELSAT, as specified in Annex B to this Agreement and in accordance with the guidelines set out therein, for a period terminating at the end of the sixth year after the date of entry into force of this Agreement. The contract shall contain provisions for the management services contractor:

(i) to act pursuant to relevant policies and directives of the Board of Governors;

(ii) to be responsible directly to the Board of Governors until the assumption of office by the first Director General and thereafter through the Director General; and

(iii) to furnish the Secretary General with all the information necessary for the Secretary General to keep the Board of Governors informed on the performance under the management services contract and for the Secretary General to be present at or represented at and observe, but not participate in, major contract negotiations conducted by the management services contractor on behalf of INTELSAT.

The management services contractor shall negotiate, place, amend and administer contracts on behalf of INTELSAT within the area of its responsibilities under the management services contract and as otherwise authorized by the Board of Governors. Pursuant to authorization under the management services contract, or as otherwise authorized by the Board of Governors, the management services contractor shall sign contracts on behalf of INTELSAT in the area of its responsibilities. All other contracts shall be signed by the Secretary General.

(f) The study referred to in subparagraph (a) (iii) of this Article shall be commenced as soon as possible and, in any event, within one year after entry into force of this Agreement. It shall be conducted by the Board of Governors and shall be designed to provide the information necessary for the determination of the most efficient and effective permanent management arrangements consistent with the provisions of Article XI of this Agreement. The study shall, among other matters, give due regard to:

(i) the principles set forth in subparagraph (c) (i) of Article XI and the policy expressed in subparagraph (c) (ii) of Article XI, of this Agreement;

(ii) experience gained during the period of the Interim Agreement and of the transitional management arrangements provided for in this Article;

(iii) the organization and procedures adopted by telecommunications entities throughout the world, with particular reference to the integration of policy and management and to management efficiency;

(iv) information, similar to that referred to in subparagraph (iii) of this paragraph, in respect of multinational ventures for implementing advanced technologies; and

(v) reports commissioned from not less than three professional management consultants from various parts of the world.

(g) Not later than four years after the entry into force of this Agreement, the Board of Governors shall submit to the Assembly of Parties a comprehensive report, which incorporates the results of the study referred to in subparagraph (a) (iii) of this Article, and which includes the recommendations of the Board of Governors for the organizational structure of the executive organ. It shall also transmit copies of this report to the Meeting of Signatories and to all Parties and Signatories as soon as it is available.

(h) By not later than five years after entry into force of this Agreement, the Assembly of Parties, after having considered the report of the Board of Governors referred to in paragraph (g) of this Article and any views which may have been expressed by the Meeting of Signatories thereon, shall adopt the organizational structure of the executive organ which shall be consistent with the provisions of Article XI of this Agreement.

(i) The Director General shall assume office one year before the end of the management services contract referred to in subparagraph (a) (ii) of this Article or by December 31, 1976, whichever is earlier. The Board of Governors shall appoint the Director General, and the Assembly of Parties shall act upon the confirmation of the appointment, in time to enable the Director General to assume office in accordance with this paragraph. Upon his assumption of office, the Director General shall be responsible for all management services, including the performance of the functions performed by the Secretary General up to that time, and for the supervision of the performance of the management services contractor.

(j) The Director General, acting under relevant policies and directives of the Board of Governors, shall take all necessary steps to ensure that the permanent management arrangements are fully implemented not later than the end of the sixth year after the date of entry into force of this Agreement.

ARTICLE XIII

(Procurement)

(a) Subject to this Article, procurement of goods and services required by INTELSAT shall be effected by the award of contracts, based on responses to open international invitations to tender, to bidders offering the best combination of quality, price and the most favorable delivery time. The services to which this Article refers are those provided by juridical persons.

(b) If there is more than one bid offering such a combination, the contract shall be awarded so as to stimulate, in the interests of INTELSAT, world-wide competition.

(c) The requirement of open international invitations to tender may be dispensed with in those cases specifically referred to in Article 16 of the Operating Agreement.

ARTICLE XIV

(Rights and Obligations of Members)

(a) The Parties and Signatories shall exercise their rights and meet their obligations under this Agreement in a manner fully consistent with and in furtherance of the principles stated in the Preamble and other provisions of this Agreement.

(b) All Parties and all Signatories shall be allowed to attend and participate in all conferences and meetings, in which they are entitled to be represented in accordance with any provisions of this Agreement or the Operating Agreement, as well as in any other meeting called by or held under the auspices of INTELSAT, in accordance with the arrangements made by INTELSAT for such meetings regardless of where they may take place. The executive organ shall ensure that arrangements with the host Party or Signatory for each such conference or meeting shall include a provision for the admission to the host country and sojourn for the duration of such conference or meeting, of representatives of all Parties and all Signatories entitled to attend.

(c) To the extent that any Party or Signatory or person within the jurisdiction of a Party intends to establish, acquire or utilize space segment facilities separate from the INTELSAT space segment facilities to meet its domestic public telecommunications services requirements, such Party or Signatory, prior to the establishment, acquisition or utilization of such facilities, shall consult the Board of Governors, which shall express, in the form of recommendations, its findings regarding the technical compatibility of such facilities and their operation with the use of the radio frequency spectrum and orbital space by the existing or planned INTELSAT space segment.

(d) To the extent that any Party or Signatory or person within the jurisdiction of a Party intends individually or jointly to establish, acquire or utilize space segment facilities separate from the INTELSAT space segment facilities to meet its international public telecommunications services requirements, such Party or Signatory, prior to the establishment, acquisition or utilization of such facilities, shall furnish all relevant information to and shall consult with the Assembly of Parties, through the Board of Governors, to ensure technical compatibility of such facilities and their operation with the use of the radio frequency spectrum and orbital space by the existing or planned INTELSAT space segment and to avoid significant economic harm to the global system of INTELSAT. Upon such consultation, the Assembly of Parties, taking into account the advice of the Board of Governors, shall express, in the form of recommendations, its findings regarding the considerations set out in this paragraph, and further regarding the assurance that the provision or utilization of such facilities shall not prejudice the establishment of direct telecommunication links through the INTELSAT space segment among all the participants.

(e) To the extent that any Party or Signatory or person within the jurisdiction of a party intends to establish, acquire or utilize space segment facilities separate from the INTELSAT space segment facilities to meet its specialized telecommunications services requirements, domestic or international, such Party or Signatory, prior to the establishment, acquisition or utilization of such facilities, shall furnish all relevant information to the Assembly of Parties, through the Board of Governors.

The Assembly of Parties, taking into account the advice of the Board of Governors, shall express, in the form of recommendations, its findings regarding the technical compatibility of such facilities and their operation with the use of the ra , frequency spectrum and orbital space by the existing or planned INTELSAT space segment.

(f) Recommendations by the Assembly of Parties or the Board of Governors pursuant to this Article shall be made within a period of six months from the date of commencing the procedures provided for in the foregoing paragraphs. An extraordinary meeting of the Assembly of Parties may be convened for this purpose.

(g) This Agreement shall not apply to the establishment, acquisition or utilization of space segment facilities separate from the INTELSAT space segment facilities solely for national security purposes.

ARTICLE XV

(INTELSAT Headquarters, Privileges, Exemptions, Immunities)

(a) The headquarters of INTELSAT shall be in Washington.

(b) Within the scope of activities authorized by this Agreement, INTELSAT and its property shall be exempt in all States Party to this Agreement from all national income and direct national property taxation and from customs duties on communications satellites and components and parts for such satellites to be launched for use in the global system. Each Party undertakes to use its best endeavors to bring about, in accordance with the applicable domestic procedure, such further exemption of INTELSAT and its property from income and direct property taxation, and customs duties, as is desirable, bearing in mind the particular nature of INTELSAT.

(c) Each Party other than the Party in whose territory the headquarters of INTELSAT is located shall grant in accordance with the Protocol referred to in this paragraph, and the Party in whose territory the headquarters of INTELSAT is located shall grant in accordance with the Headquarters Agreement referred to in this paragraph, the appropriate privileges, exemptions and immunities to INTELSAT, to its officers, and to those categories of its employees specified in such Protocol and Headquarters Agreement, to Parties and representatives of Parties, to Signatories and representatives of Signatories and to persons participating in arbitration proceedings. In particular, each Party shall grant to these individuals immunity from legal process in respect of acts done or words written or spoken in the exercise of their functions and within the limits of their duties, to the extent and in the cases to be provided for in the Headquarters Agreement and Protocol referred to in this paragraph. The Party in whose territory the headquarters of INTELSAT is located shall, as soon as possible, conclude a Headquarters Agreement with INTELSAT covering privileges, exemptions and immunities. The Headquarters Agreement shall include a provision that all Signatories acting in their capacity as such, except the Signatory designated by the Party in whose territory the headquarters is located, shall be exempt from national taxation on income earned from INTELSAT in the territory of such Party. The other Parties shall also as soon as possible conclude a Protocol covering privileges, exemptions and immunities. The Headquarters Agreement and the Protocol shall be independent of this Agreement and each shall prescribe the conditions of its termination.

ARTICLE XVI

(Withdrawal)

(a) (i) Any Party or Signatory may withdraw voluntarily from INTELSAT. A Party shall give written notice to the Depositary of its decision to withdraw. The decision of a Signatory to withdraw shall be notified in writing to the executive organ by the Party which has designated it and such notification shall signify the acceptance by the Party of such notification of decision to withdraw.

(ii) Voluntary withdrawal shall become effective and this Agreement and the Operating Agreement shall cease to be in force for a Party or Signatory three months after the date of receipt of the notice referred to in subparagraph (i) of this paragraph or, if the notice so states, on the date of the next determination of investment shares pursuant to subparagraph (c) (ii) of Article 6 of the Operating Agreement following the expiration of such three months.

(b) (i) If a Party appears to have failed to comply with any obligation under this Agreement, the Assembly of Parties, having received notice to that effect or acting on its own initiative, and having considered any representations made by the Party, may decide, if it finds that the failure to comply has in fact occurred, that the Party be deemed to have withdrawn from INTELSAT. This Agreement shall cease to be in force for the Party as of the date of such decision. An extraordinary meeting of the Assembly of Parties may be convened for this purpose.

(ii) If any Signatory, in its capacity as such, appears to have failed to comply with any obligation under this Agreement or the Operating Agreement, other than obligations under paragraph (a) of Article 4 of the Operating Agreement and the failure to comply shall not have been remedied within three months after the Signatory has been notified in writing by the executive organ of a resolution of the Board of Governors taking note of the failure to comply, the Board of Governors may, after considering any representations made by the Signatory or the Party which designated it, suspend the rights of the Signatory, and may recommend to the Meeting of Signatories that the Signatory be deemed to have withdrawn from INTELSAT. If the Meeting of Signatories, after consideration of any representations made by the Signatory or by the Party which designated it, approves the recommendation of the Board of Governors, the withdrawal of the Signatory shall become effective upon the date of the approval, and this Agreement and the Operating Agreement shall cease to be in force for the Signatory as of that date.

(c) If any Signatory fails to pay any amount due from it pursuant to paragraph (a) of Article 4 of the Operating Agreement within three months after the payment has become due, the rights of the Signatory under this Agreement and the Operating Agreement shall be automatically suspended.

If within three months after the suspension the Signatory has not paid all sums due or the Party which has designated the Signatory has not made a substitution pursuant to paragraph (f) of this Article, the Board of Governors, after considering any representations made by the Signatory or by the Party which has designated it, may recommend to the Meeting of Signatories that the Signatory be deemed to have withdrawn from INTELSAT. The Meeting of Signatories, after considering any representations made by the Signatory, may decide that the Signatory be deemed to have withdrawn from INTELSAT and, from the date of the decision, this Agreement and the Operating Agreement shall cease to be in force for the Signatory.

(d) Withdrawal of a Party, in its capacity as such, shall entail the simultaneous withdrawal of the Signatory designated by the Party or of the Party in its capacity as Signatory, as the case may be, and this Agreement and the Operating Agreement shall cease to be in force for the Signatory on the same date on which this Agreement ceases to be in force for the Party which has designated it.

(e) In all cases of withdrawal of a Signatory from INTELSAT, the Party which designated the Signatory shall assume the capacity of a Signatory, or shall designate a new Signatory effective as of the date of such withdrawal, or shall withdraw from INTELSAT.

(f) If for any reason a Party desires to substitute itself for its designated Signatory or to designate a new Signatory, it shall give written notice thereof to the Depositary, and upon assumption by the new Signatory of all the outstanding obligations of the previously designated Signatory and upon signature of the Operating Agreement, this Agreement and the Operating Agreement shall enter into force for the new Signatory and thereupon shall cease to be in force for such previously designated Signatory.

(g) Upon the receipt by the Depositary or the executive organ, as the case may be, of notice of decision to withdraw pursuant to subparagraph (a) (i) of this Article, the Party giving notice and its designated Signatory, or the Signatory in respect of which notice has been given, as the case may be, shall cease to have any rights of representation and any voting rights in any organ of INTELSAT, and shall incur no obligation or liability after the receipt of the notice, except that the Signatory, unless the Board of Governors decides otherwise pursuant to paragraph (d) of Article 21 of the Operating Agreement, shall be responsible for contributing its share of the capital contributions necessary to meet both contractual commitments specifically authorized before such receipt and liabilities arising from acts or omissions before such receipt.

(h) During the period of suspension of the rights of a Signatory pursuant to subparagraph (b) (ii) or paragraph (c) of this Article, the Signatory shall continue to have all the obligations and liabilities of a Signatory under this Agreement and the Operating Agreement.

(i) If the Meeting of Signatories, pursuant to subparagraph (b) (ii) or paragraph (c) of this Article, decides not to approve the recommendation of the Board of Governors that the Signatory be deemed to have withdrawn from INTELSAT, as of the date of that decision the suspension shall be lifted and the Signatory shall thereafter have all rights under this Agreement and the Operating Agreement, provided that where a Signatory is suspended pursuant to paragraph (c) of this Article the suspension shall not be lifted until the Signatory has paid the amounts due from it pursuant to paragraph (a) of Article 4 of the Operating Agreement.

(j) If the Meeting of Signatories approves the recommendation of the Board of Governors pursuant to subparagraph (b) (ii) or paragraph (c) of this Article that a Signatory be deemed to have withdrawn from INTELSAT, that Signatory shall incur no obligation or liability after such approval, except that the Signatory, unless the Board of Governors decides otherwise pursuant to paragraph (d) of Article 21 of the Operating Agreement, shall be responsible for contributing its share of the capital contributions necessary to meet both contractual commitments specifically authorized before such approval and liabilities arising from acts or omissions before such approval.

(k) If the Assembly of Parties decides pursuant to subparagraph (b) (i) of this Article that a Party be deemed to have withdrawn from INTELSAT, the Party in its capacity as Signatory or its designated Signatory, as the case may be, shall incur no obligation or liability after such decision, except that the Party in its capacity as Signatory or its designated Signatory, as the case may be, unless the Board of Governors decides otherwise pursuant to paragraph (d) of Article 21 of the Operating Agreement, shall be responsible for contributing its share of the capital contributions necessary to meet both contractual commitments specifically authorized before such decision and liabilities arising from acts or omissions before such decision.

(l) Settlement between INTELSAT and a Signatory for which this Agreement and the Operating Agreement have ceased to be in force, other than in the case of substitution pursuant to paragraph (f) of this Article, shall be accomplished as provided in Article 21 of the Operating Agreement.

(m) (i) Notification of the decision of a Party to withdraw pursuant to subparagraph (a) (i) of this Article shall be transmitted by the Depositary to all Parties and to the executive organ, and the latter shall transmit the notification to all Signatories.

(ii) If the Assembly of Parties decides that a Party shall be deemed to have withdrawn from INTELSAT pursuant to subparagraph (b) (i) of this Article, the executive organ shall notify all Signatories and the Depositary, and the latter shall transmit the notification to all Parties.

(iii) Notification of the decision of a Signatory to withdraw pursuant to subparagraph (a) (i) of this Article or of the withdrawal of a Signatory pursuant to subparagraph (b) (ii) or paragraph (c) or (d) of this Article, shall be transmitted by the executive organ to all Signatories and to the Depositary, and the latter shall transmit the notification to all Parties.

(iv) The suspension of a Signatory pursuant to subparagraph (b) (ii) or paragraph (c) of this Article shall be notified by the executive organ to all Signatories and to the Depositary, and the latter shall transmit the notification to all Parties.

(v) The substitution of a Signatory pursuant to paragraph (f) of this Article shall be notified by the Depositary to all Parties and to the executive organ, and the latter shall transmit the notification to all Signatories.

(n) No Party or its designated Signatory shall be required to withdraw from INTELSAT as a direct result of any change in the status of that Party with regard to the International Telecommunication Union.

ARTICLE XVII

(Amendment)

(a) Any Party may propose amendments to this Agreement. Proposed amendments shall be submitted to the executive organ, which shall distribute them promptly to all Parties and Signatories.

(b) The Assembly of Parties shall consider each proposed amendment at its first ordinary meeting following its distribution by the executive organ, or at an earlier extraordinary meeting convened in accordance with the provisions of Article VII of this Agreement, provided that the proposed amendment has been distributed by the executive organ at least ninety days before the opening date of the meeting. The Assembly of Parties shall consider any views and recommendations which it receives from the Meeting of Signatories or the Board of Governors with respect to a proposed amendment.

(c) The Assembly of Parties shall take decisions on each proposed amendment in accordance with the provisions relating to quorum and voting contained in Article VII of this Agreement. It may modify any proposed amendment, distributed in accordance with paragraph (b) of this Article, and may also take decisions on any amendment not so distributed but directly consequential to a proposed or modified amendment.

(d) An amendment which has been approved by the Assembly of Parties shall enter into force in accordance with paragraph (e) of this Article after the Depositary has received notice of approval, acceptance or ratification of the amendment from either:

(i) two-thirds of the States which were Parties as of the date upon which the amendment was approved by the Assembly of Parties, provided that such two-thirds include Parties which then held, or whose designated Signatories then held, at least two-thirds of the total investment shares; or

(ii) a number of States equal to or exceeding eighty-five per cent of the total number of States which were Parties as of the date upon which the amendment was approved by the Assembly of Parties, regardless of the amount of investment shares such Parties or their designated Signatories then held.

(e) The Depositary shall notify all the Parties as soon as it has received the acceptances, approvals or ratifications required by paragraph (d) of this Article for the entry into force of an amendment. Ninety days after the date of issue of this notification, the amendment shall enter into force for all Parties, including those that have not yet accepted, approved, or ratified it and have not withdrawn from INTELSAT.

(f) Notwithstanding the provisions of paragraphs (d) and (e) of this Article, an amendment shall not enter into force less than eight months or more than eighteen months after the date it has been approved by the Assembly of Parties.

ARTICLE XVIII

(Settlement of Disputes)

(a) All legal disputes arising in connection with the rights and obligations under this Agreement or in connection with obligations undertaken by Parties pursuant to paragraph (c) of Article 14 or paragraph (c) of Article 15 of the Operating Agreement, between Parties with respect to each other, or between INTELSAT and one or more Parties, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex C to this Agreement. Any legal dispute arising in connection with the rights and obligations under this Agreement or the Operating Agreement between one or more Parties and one or more Signatories may be submitted to arbitration in accordance with the provisions of Annex C to this Agreement, provided that the Party or Parties and the Signatory or Signatories involved agree to such arbitration.

(b) All legal disputes arising in connection with the rights and obligations under this Agreement, or in connection with the obligations undertaken by Parties pursuant to paragraph (c) of Article 14 or paragraph (c) of Article 15 of the Operating Agreement, between a Party and a State which has ceased to be a Party or between INTELSAT and a State which has ceased to be a Party, and which arise after the State ceased to be a Party, if not otherwise settled within a reasonable time, shall be submitted to arbitration. Such arbitration shall be in accordance with the provisions of Annex C to this Agreement, provided that the State which has ceased to be a Party so agrees. If a State ceases to be a Party, or if a State or a telecommunications entity ceases to be a Signatory, after a dispute in which it is a disputant has been submitted to arbitration pursuant to paragraph (a) of this Article, the arbitration shall be continued and concluded.

(c) All legal disputes arising as a result of agreements between INTELSAT and any Party shall be subject to the provisions on settlement of disputes contained in such agreements. In the absence of such provisions, such disputes, if not otherwise settled, may be submitted to arbitration in accordance with the provisions of Annex C to this Agreement if the disputants so agree.

ARTICLE XIX

(Signature)

(a) This Agreement shall be open for signature at Washington from August 20, 1971 until it enters into force, or until a period of nine months has elapsed, whichever occurs first:

(i) by the Government of any State party to the Interim Agreement;

(ii) by the Government of any other State member of the International Telecommunication Union.

(b) Any Government signing this Agreement may do so without its signature being subject to ratification, acceptance or approval or with a declaration accompanying its signature that it is subject to ratification, acceptance or approval.

(c) Any State referred to in paragraph (a) of this Article may accede to this Agreement after it is closed for signature.

(d) No reservation may be made to this Agreement.

ARTICLE XX

(Entry Into Force)

(a) This Agreement shall enter into force sixty days after the date on which it has been signed not subject to ratification, acceptance or approval, or has been ratified, accepted, approved or acceded to, by two-thirds of the States which were parties to the Interim Agreement as of the date upon which this Agreement is opened for signature, provided that:

(i) such two-thirds include parties to the Interim Agreement which then held, or whose signatories to the Special Agreement then held, at least two-thirds of the quotas under the Special Agreement; and

(ii) such parties or their designated telecommunications entities have signed the Operating Agreement.[1]

Upon the commencement of such sixty days, the provisions of paragraph 2 of the Annex to the Operating Agreement shall enter into force for the purposes stated in that paragraph. Notwithstanding the foregoing provisions, this Agreement shall not enter into force less than eight months or more than eighteen months after the date it is opened for signature.

(b) For a State whose instrument of ratification, acceptance, approval or accession is deposited after the date this Agreement enters into force pursuant to paragraph (a) of this Article, this Agreement shall enter into force on the date of such deposit.

(c) Upon entry into force of this Agreement pursuant to paragraph (a) of this Article, it may be applied provisionally with respect to any State whose Government signed it subject to ratification, acceptance or approval if that Government so requests at the time of signature or at any time thereafter prior to the entry into force of this Agreement. Provisional application shall terminate:

(i) upon deposit of an instrument of ratification, acceptance or approval of this Agreement by that Government;

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[1] Feb. 12, 1973.

(ii) upon expiration of two years from the date on which this Agreement enters into force without having been ratified, accepted or approved by that Government; or

(iii) upon notification by that Government, before expiration of the period mentioned in subparagraph (ii) of this paragraph, of its decision not to ratify, accept or approve this Agreement.

If provisional application terminates pursuant to subparagraph (ii) or (iii) of this paragraph, the provisions of paragraphs (g) and (l) of Article XVI of this Agreement shall govern the rights and obligations of the Party and of its designated Signatory.

(d) Notwithstanding the provisions of this Article, this Agreement shall neither enter into force for any State nor be applied provisionally with respect to any State until the Government of that State or the telecommunications entity designated pursuant to this Agreement shall have signed the Operating Agreement.

(e) Upon entry into force, this Agreement shall replace and terminate the Interim Agreement.

ARTICLE XXI

(Miscellaneous Provisions)

(a) The official and working languages of INTELSAT shall be English, French and Spanish.

(b) Internal regulations for the executive organ shall provide for the prompt distribution to all Parties and Signatories of copies of any INTELSAT document in accordance with their requests.

(c) Consistent with the provisions of Resolution 1721 (XVI) of the General Assembly of the United Nations, the executive organ shall send to the Secretary General of the United Nations, and to the Specialized Agencies concerned, for their information, an annual report on the activities of INTELSAT.

ARTICLE XXII

(Depositary)

(a) The Government of the United States of America shall be the Depositary for this Agreement, with which shall be deposited declarations made pursuant to paragraph (b) of Article XIX of this Agreement, instruments of ratification, acceptance, approval or accession, requests for provisional application, and notifications of ratification, acceptance or approval of amendments, of decisions to withdraw from INTELSAT, or of termination of the provisional application of this Agreement.

(b) This Agreement, of which the English, French and Spanish texts are equally authentic, shall be deposited in the archives of the Depositary. The Depositary shall transmit certified copies of the text of this Agreement to all Governments that have signed it or deposited instruments of accession to it, and to the International Telecommunication Union, and shall notify those Governments, and the International Telecommunication Union, of signatures, of declarations made pursuant to paragraph (b) of Article XIX of this Agreement, of the deposit of instruments of ratification, acceptance, approval or accession, of requests for provisional application, of commencement of the sixty-day period referred to in paragraph (a) of Article XX of this Agreement, of the entry into force of this Agreement, of notifications of ratification, acceptance or approval of amendments, of the entry into force of amendments, of decisions to withdraw from INTELSAT, of withdrawals and of terminations of provisional application of this Agreement. Notice of the commencement of the sixty-day period shall be issued on the first day of that period.

(c) Upon entry into force of this Agreement, the Depositary shall register it with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.[1]

IN WITNESS WHEREOF the Plenipotentiaries gathered together in the city of Washington, who have submitted their full powers, found to be in good and due form, have signed this Agreement.

DONE at Washington, on the 20th day of August, one thousand nine hundred and seventy one.

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[1] TS 993; 59 Stat. 1052.

ANNEX A

FUNCTIONS OF THE SECRETARY GENERAL

The functions of the Secretary General referred to in paragraph (b) of Article XII of this Agreement include the following:

1) maintain the INTELSAT traffic data projections and, for this purpose, convene periodic regional meetings in order to estimate traffic demands;

2) approve applications for access to the INTELSAT space segment by standard earth stations, report to the Board of Governors on applications for access by non-standard earth stations, and maintain records on dates of availability of existing and proposed earth stations;

3) maintain records based on reports submitted by Signatories, other earth station owners and the management services contractor, on the technical and operational capabilities and limitations of all existing and proposed earth stations;

4) maintain an office of record of the assignment of frequencies to users and arrange for the notification of frequencies to the International Telecommunication Union;

5) based on planning assumptions approved by the Board of Governors, prepare capital and operating budgets and estimates of revenue requirements;

6) recommend INTELSAT space segment utilization charges to the Board of Governors;

7) recommend accounting policies to the Board of Governors;

8) maintain books of account and make them available for audit as required by the Board of Governors, and prepare monthly and annual financial statements;

9) calculate the investment shares of Signatories, render accounts to Signatories for capital contributions and to allottees for INTELSAT space segment utilization charges, receive cash payments on behalf of INTELSAT, and make revenue distributions and other cash disbursements to Signatories on behalf of INTELSAT;

10) advise the Board of Governors of Signatories in default of capital contributions, and of allottees in default of payments for INTELSAT space segment utilization charges;

11) approve and pay invoices submitted to INTELSAT with respect to authorized purchases and contracts made by the executive organ, and reimburse the management services contractor for expenditures incurred in connection with purchases and contracts made on behalf of INTELSAT and authorized by the Board of Governors;

12) administer INTELSAT personnel benefit programs and pay salaries and authorized expenses of INTELSAT personnel;

13) invest or deposit funds on hand, and draw upon such investments or deposits as necessary to meet INTELSAT obligations;

14) maintain INTELSAT property and depreciation accounts, and arrange with the management services contractor and the appropriate Signatories for the necessary inventories of INTELSAT property,

15) recommend terms and conditions of allotment agreements for utilization of the INTELSAT space segment;

16) recommend insurance programs for protection of INTELSAT property and, as authorized by the Board of Governors, arrange for necessary coverage;

17) for the purpose of paragraph (d) of Article XIV of this Agreement, analyze and report to the Board of Governors on the estimated economic effects to INTELSAT of any proposed space segment facilities separate from the INTELSAT space segment facilities;

18) prepare the tentative agenda for meetings of the Assembly of Parties, the Meeting of Signatories and the Board of Governors and their advisory committees, and the provisional summary records of such meetings, and assist the chairmen of advisory committees in preparation of their agenda, records and reports to the Assembly of Parties, the Meeting of Signatories and the Board of Governors;

19) arrange for interpretation services, for the translation, reproduction, and distribution of documents, and for the preparation of verbatim records of meetings, as necessary;

20) provide the history of the decisions taken by the Assembly of Parties, the Meeting of Signatories and the Board of Governors, and prepare reports and correspondence relating to decisions taken during their meetings;

21) assist in the interpretation of the rules of procedure of the Assembly of Parties, the Meeting of Signatories and the Board of Governors, and the terms of reference for their advisory committees;

22) make arrangements for any meetings of the Assembly of Parties, the Meeting of Signatories and the Board of Governors and of their advisory committees;

23) recommend procedures and regulations for contracts and purchases made on behalf of INTELSAT;

24) keep the Board of Governors informed on the performance of the obligations of contractors, including the management services contractor;

25) compile and maintain a world-wide list of bidders for all INTELSAT procurement;

26) negotiate, place and administer contracts necessary to enable the Secretary General to perform his assigned functions, including contracts for obtaining assistance from other entities to perform such functions;

27) provide or arrange for the provision of legal advice to INTELSAT, as required in connection with the functions of the Secretary General;

28) provide appropriate public information services; and

29) arrange and convene conferences for negotiation of the Protocol covering privileges, exemptions and immunities, referred to in paragraph (c) of Article XV of this Agreement.

ANNEX B

FUNCTIONS OF THE MANAGEMENT SERVICES CONTRACTOR AND GUIDELINES OF THE MANAGEMENT SERVICES CONTRACT

1) Pursuant to Article XII of this Agreement, the management services contractor shall perform the following functions:

(a) recommend to the Board of Governors research and development programs directly related to the purposes of INTELSAT;

(b) as authorized by the Board of Governors:

- (i) conduct studies and research and development, directly or under contract with other entities or persons,
- (ii) conduct system studies in the fields of engineering, economics and cost effectiveness,
- (iii) perform system simulation tests and evaluations, and
- (iv) study and forecast potential demands for new telecommunications satellite services;

(c) advise the Board of Governors on the need to procure space segment facilities for the INTELSAT space segment;

(d) as authorized by the Board of Governors, prepare and distribute requests for proposals, including specifications, for procurement of space segment facilities;

(e) evaluate all proposals submitted in response to requests for proposals and make recommendations to the Board of Governors on such proposals;

(f) pursuant to procurement regulations and in accordance with decisions of the Board of Governors:

(i) negotiate, place, amend and administer all contracts on behalf of INTELSAT for space segments,

(ii) make arrangements for launch services and necessary supporting activities, and cooperate in launches,

(iii) arrange insurance coverage to protect the INTELSAT space segment as well as equipment designated for launch or launch services,

(iv) provide or arrange for the provision of services for tracking, telemetry, command and control of the telecommunications satellites, including coordination of the efforts of Signatories and other owners of earth stations participating in the provision of these services, to perform satellite positioning, maneuvers, and tests, and

(v) provide or arrange for the provision of services for monitoring satellite performance characteristics, outages, and effectiveness, and the satellite power and frequencies used by the earth stations, including coordination of the efforts of Signatories and other owners of earth stations participating in the provision of these services;

(g) recommend to the Board of Governors frequencies for use by the INTELSAT space segment and location plans for telecommunications satellites;

(h) operate the INTELSAT Operations Center and the Spacecraft Technical Control Center;

(i) recommend to the Board of Governors standard earth station performance characteristics, both mandatory and non-mandatory;

(j) evaluate applications for access to the INTELSAT space segment by non-standard earth stations;

(k) allot units of INTELSAT space segment capacity, as determined by the Board of Governors;

(l) prepare and coordinate system operations plans (including network configuration studies and contingency plans), procedures, guides, practices and standards, for adoption by the Board of Governors;

(m) prepare, coordinate and distribute frequency plans for assignment to earth stations having access to the INTELSAT space segment;

(n) prepare and distribute system status reports, to include actual and projected system utilization;

(o) distribute information to Signatories and other users on new telecommunications services and methods;

(p) for the purpose of paragraph (d) of Article XIV of this Agreement, analyze and report to the Board of Governors on the estimated technical and operational effect on INTELSAT of any proposed space segment facilities separate from the INTELSAT space segment facilities, including the effect on the frequency and location plans of INTELSAT;

(q) provide the Secretary General with the information necessary for the performance of his responsibility to the Board of Governors pursuant to paragraph 24 of Annex A to this Agreement;

(r) make recommendations relating to the acquisition, disclosure, distribution and protection of rights in inventions and technical information in accordance with Article 17 of the Operating Agreement;

(s) pursuant to decisions of the Board of Governors, arrange to make available to Signatories and others the rights of INTELSAT in inventions and technical information in accordance with Article 17 of the Operating Agreement, and enter into licensing agreements on behalf of INTELSAT; and

(t) take all operational, technical, financial, procurement, administrative and supporting actions necessary to carry out the above listed functions.

2) The management services contract shall include appropriate terms to implement the relevant provisions of Article XII of this Agreement and to provide for:

(a) reimbursement by INTELSAT in US dollars of all direct and indirect costs documented and identified, properly incurred by the management services contractor under the contract;

(b) payment to the management services contractor of a fixed fee at an annual rate in US dollars to be negotiated between the Board of Governors and the contractor;

(c) periodic review by the Board of Governors in consultation with the management services contractor of the costs under subparagraph (a) of this paragraph;

(d) compliance with procurement policies and procedures of INTELSAT, consistent with the relevant provisions of this Agreement and the Operating Agreement, in the solicitation and negotiation of contracts on behalf of INTELSAT;

(e) provisions with respect to inventions and technical information which are consistent with Article 17 of the Operating Agreement;

(f) technical personnel selected by the Board of Governors, with the concurrence of the management services contractor, from among persons nominated by Signatories, to participate in the assessment of designs and of specifications for equipment for the space segment;

(g) disputes or disagreements between INTELSAT and the management services contractor which may arise under the management services contract to be settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce; and

(h) the furnishing by the management services contractor to the Board of Governors of such information as may be required by any Governor to enable him to discharge his responsibilities as a Governor.

ANNEX C

PROVISIONS ON PROCEDURES RELATING TO SETTLEMENT OF DISPUTES REFERRED TO IN ARTICLE XVIII OF THIS AGREEMENT AND ARTICLE 20 OF THE OPERATING AGREEMENT

ARTICLE 1

The only disputants in arbitration proceedings instituted in accordance with this Annex shall be those referred to in Article XVIII of this Agreement, and Article 20 of, and the Annex to, the Operating Agreement.

ARTICLE 2

An arbitral tribunal of three members duly constituted in accordance with the provisions of this Annex shall be competent to give a decision in any dispute cognizable pursuant to Article XVIII of this Agreement, and Article 20 of, and the Annex to, the Operating Agreement.

ARTICLE 3

(a) Not later than sixty days before the opening date of the first and each subsequent ordinary meeting of the Assembly of Parties, each Party may submit to the executive organ the names of not more than two legal experts who will be available for the period from the end of such meeting until the end of the next ordinary meeting of the Assembly of Parties to serve as presidents or members of tribunals constituted in accordance with this Annex. From such nominees the executive organ shall prepare a list of all the persons thus nominated and shall attach to this list any biographical particulars submitted by the nominating Party, and shall distribute such list to all Parties not later than thirty days before the opening date of the meeting in question. If for any reason a nominee becomes unavailable for selection to the panel during the sixty-day period before the opening date of the meeting of the Assembly of Parties, the nominating Party may, not later than fourteen days before the opening date of the meeting of the Assembly of Parties, substitute the name of another legal expert.

(b) From the list mentioned in paragraph (a) of this Article, the Assembly of Parties shall select eleven persons to be members of a panel from which presidents of tribunals shall be selected, and shall select an alternate for each such member. Members and alternates shall serve for the period prescribed in paragraph (a) of this Article. If a member becomes unavailable to serve on the panel, he shall be replaced by his alternate.

(c) For the purpose of designating a chairman, the panel shall be convened to meet by the executive organ as soon as possible after the panel has been selected. The quorum for a meeting of the panel shall be nine of the eleven members. The panel shall designate one of its members as its chairman by a decision taken by the affirmative votes of at least six members, cast in one or, if necessary, more than one secret ballot. The chairman so designated shall hold office as chairman for the rest of his period of office as a member of the panel. The cost of the meeting of the panel shall be regarded as an administrative cost of INTELSAT for the purpose of Article 8 of the Operating Agreement.

(d) If both a member of the panel and the alternate for that member become unavailable to serve, the Assembly of Parties shall fill the vacancies thus created from the list referred to in paragraph (a) of this Article. If, however, the Assembly of Parties does not meet within ninety days subsequent to the occurrence of the vacancies, they shall be filled by selection by the Board of Governors from the list referred to in paragraph (a) of this Article, with each Governor having one vote. A person selected to replace a member or alternate whose term of office has not expired shall hold office for the remainder of the term of his predecessor. Vacancies in the office of the chairman of the panel shall be filled by the panel by designation of one of its members in accordance with the procedure prescribed in paragraph (c) of this Article.

(e) In selecting the members of the panel and the alternates in accordance with paragraph (b) or (d) of this Article, the Assembly of Parties or the Board of Governors shall seek to ensure that the composition of the panel will always be able to reflect an adequate geographical representation, as well as the principal legal systems as they are represented among the Parties.

(f) Any panel member or alternate serving on an arbitral tribunal at the expiration of his term shall continue to serve until the conclusion of any arbitral proceeding pending before such tribunal.

(g) If, during the period between the date of entry into force of this Agreement and the establishment of the first panel and alternates pursuant to the provisions of paragraph (b) of this Article, a legal dispute arises between the disputants mentioned in Article 1 of this Annex, the panel as constituted in accordance with paragraph (b) of Article 3 of the Supplementary Agreement on Arbitration dated June 4, 1965, shall be the panel for use in connection with the settlement of that dispute. That panel shall act in accordance with the provisions of this Annex for the purposes of Article XVIII of this Agreement, and Article 20 of, and the Annex to, the Operating Agreement.

ARTICLE 4

(a) Any petitioner wishing to submit a legal dispute to arbitration shall provide each respondent and the executive organ with a document which contains:

(i) a statement which fully describes the dispute being submitted for arbitration, the reasons why each respondent is required to participate in the arbitration, and the relief being requested;

(ii) a statement which sets forth why the subject matter of the dispute comes within the competence of a tribunal to be constituted in accordance with this Annex, and why the relief being requested can be granted by such tribunal if it finds in favor of the petitioner;

(iii) a statement explaining why the petitioner has been unable to achieve a settlement of the dispute within a reasonable time by negotiation or other means short of arbitration;

(iv) in the case of any dispute for which, pursuant to Article XVIII of this Agreement or Article 20 of the Operating Agreement, the agreement of the disputants is a condition for arbitration in accordance with this Annex, evidence of such agreement; and

(v) the name of the person designated by the petitioner to serve as a member of the tribunal.

(b) The executive organ shall promptly distribute to each Party and Signatory, and to the chairman of the panel, a copy of the document provided pursuant to paragraph (a) of this Article.

ARTICLE 5

(a) Within sixty days from the date copies of the document described in paragraph (a) of Article 4 of this Annex have been received by all the respondents, the side of the respondents shall designate an individual to serve as a member of the tribunal. Within that period, the respondents may, jointly or individually, provide each disputant and the executive organ with a document stating their responses to the document referred to in paragraph (a) of Article 4 of this Annex and including any counter-claims arising out of the subject matter of the dispute. The executive organ shall promptly furnish the chairman of the panel with a copy of any such document.

(b) In the event of a failure by the side of the respondents to make such a designation within the period allowed, the chairman of the panel shall make a designation from among the experts whose names were submitted to the executive organ pursuant to paragraph (a) of Article 3 of this Annex.

(c) Within thirty days after the designation of the two members of the tribunal, they shall agree on a third person selected from the panel constituted in accordance with Article 3 of this Annex, who shall serve as the president of the tribunal. In the event of failure to reach agreement within such period of time, either of the two members designated may inform the chairman of the panel, who, within ten days, shall designate a member of the panel other than himself to serve as president of the tribunal.

(d) The tribunal is constituted as soon as the president is selected.

ARTICLE 6

(a) If a vacancy occurs in the tribunal for reasons which the president or the remaining members of the tribunal decide are beyond the control of the disputants, or are compatible with the proper conduct of the arbitration proceedings, the vacancy shall be filled in accordance with the following provisions:

- (i) if the vacancy occurs as a result of the withdrawal of a member appointed by a side to the dispute, then that side shall select a replacement within ten days after the vacancy occurs;
- (ii) if the vacancy occurs as a result of the withdrawal of the president of the tribunal or of another member of the tribunal appointed by the chairman, a replacement shall be selected from the panel in the manner described in paragraph (c) or (b) respectively of Article 5 of this Annex.

(b) If a vacancy occurs in the tribunal for any reason other than as described in paragraph (a) of this Article, or if a vacancy occurring pursuant to that paragraph is not filled, the remainder of the tribunal shall have the power, notwithstanding the provisions of Article 2 of this Annex, upon the request of one side, to continue the proceedings and give the final decision of the tribunal.

ARTICLE 7

(a) The tribunal shall decide the date and place of its sittings.

(b) The proceedings shall be held in private and all material presented to the tribunal shall be confidential, except that INTELSAT and the Parties whose designated Signatories and the Signatories whose designating Parties are disputants in the proceedings shall have the right to be present and shall have access to the material presented. When INTELSAT is a disputant in the proceedings, all Parties and all Signatories shall have the right to be present and shall have access to the material presented.

(c) In the event of a dispute over the competence of the tribunal, the tribunal shall deal with this question first, and shall give its decision as soon as possible.

(d) The proceedings shall be conducted in writing, and each side shall have the right to submit written evidence in support of its allegations of fact and law. However, oral arguments and testimony may be given if the tribunal considers it appropriate.

(e) The proceedings shall commence with the presentation of the case of the petitioner containing its arguments, related facts supported by evidence and the principles of law relied upon. The case of the petitioner shall be followed by the counter-case of the respondent. The petitioner may submit a reply to the counter-case of the respondent. Additional pleadings shall be submitted only if the tribunal determines they are necessary.

(f) The tribunal may hear and determine counter-claims arising directly out of the subject matter of the dispute, provided the counter-claims are within its competence as defined in Article XVIII of this Agreement, and Article 20 of, and the Annex to, the Operating Agreement

(g) If the disputants reach an agreement during the proceedings, the agreement shall be recorded in the form of a decision of the tribunal given by consent of the disputants.

(h) At any time during the proceedings, the tribunal may terminate the proceedings if it decides the dispute is beyond its competence as defined in Article XVIII of the Agreement, and Article 20 of, and the Annex to, the Operating Agreement.

(i) The deliberations of the tribunal shall be secret.

(j) The decisions of the tribunal shall be presented in writing and shall be supported by a written opinion. Its rulings and decisions must be supported by at least two members. A member dissenting from the decision may submit a separate written opinion.

(k) The tribunal shall forward its decision to the executive organ, which shall distribute it to all Parties and Signatories.

(l) The tribunal may adopt additional rules of procedure, consistent with those established by this Annex, which are necessary for the proceedings.

ARTICLE 8

If one side fails to present its case, the other side may call upon the tribunal to give a decision in its favor. Before giving its decision, the tribunal shall satisfy itself that it has competence and that the case is well-founded in fact and in law.

ARTICLE 9

(a) Any Party whose designated Signatory is a disputant in a case shall have the right to intervene and become an additional disputant in the case. Intervention shall be made by giving notice thereof in writing to the tribunal and to the other disputants.

(b) Any other Party, any Signatory or INTELSAT, if it considers that it has a substantial interest in the decision of the case, may petition the tribunal for permission to intervene and become an additional disputant in the case. If the tribunal determines that the petitioner has a substantial interest in the decision of the case, it shall grant the petition.

ARTICLE 10

Either at the request of a disputant, or upon its own initiative, the tribunal may appoint such experts as it deems necessary to assist it.

ARTICLE 11

Each Party, each Signatory and INTELSAT shall provide all information determined by the tribunal, either at the request of a disputant or upon its own initiative, to be required for the handling and determination of the dispute.

ARTICLE 12

During the course of its consideration of the case, the tribunal may, pending the final decision, indicate any provisional measures which it considers would preserve the respective rights of the disputants.

ARTICLE 13

(a) The decision of the tribunal shall be based on

(i) this Agreement and the Operating Agreement; and

(ii) generally accepted principles of law.

(b) The decision of the tribunal, including any reached by agreement of the disputants pursuant to paragraph (g) of Article 7 of this Annex, shall be binding on all the disputants and shall be carried out by them in good faith. In a case in which INTELSAT is a disputant, and the tribunal decides that a decision of one of its organs is null and void as not being authorized by or in compliance with this Agreement and the Operating Agreement, the decision of the tribunal shall be binding on all Parties and Signatories.

(c) In the event of a dispute as to the meaning or scope of its decision, the tribunal shall construe it at the request of any disputant.

ARTICLE 14

Unless the tribunal determines otherwise because of the particular circumstances of the case, the expenses of the tribunal, including the remuneration of the members of the tribunal, shall be borne in equal shares by each side. Where a side consists of more than one disputant, the share of that side shall be apportioned by the tribunal among the disputants on that side. Where INTELSAT is a disputant, its expenses associated with the arbitration shall be regarded as an administrative cost of INTELSAT for the purpose of Article 8 of the Operating Agreement.

ANNEX D

TRANSITION PROVISIONS

1) Continuity of INTELSAT Activities

Any decision of the Interim Communications Satellite Committee taken pursuant to the Interim Agreement or the Special Agreement and which is in effect as of the termination of those Agreements shall remain in full force and effect, unless and until it is modified or repealed by, or in implementation of, the terms of this Agreement or the Operating Agreement.

2) Management

During the period immediately following entry into force of this Agreement, the Communications Satellite Corporation shall continue to act as the manager for the design, development, construction, establishment, operation and maintenance of the INTELSAT space segment pursuant to the same terms and conditions of service which were applicable to its role as manager pursuant to the Interim Agreement and the Special Agreement. In the discharge of its functions it shall be bound by all the relevant provisions of this Agreement and the Operating Agreement and shall in particular be subject to the general policies and specific determinations of the Board of Governors, until:

(i) the Board of Governors determines that the executive organ is ready to assume responsibility for performance of all or certain of the functions of the executive organ pursuant to Article XII of this Agreement, at which time the Communications Satellite Corporation shall be relieved of its responsibility for performance of each such function as it is assumed by the executive organ; and

(ii) the management services contract referred to in subparagraph (a)(ii) of Article XII of this Agreement takes effect, at which time the provisions of this paragraph shall cease to have effect with respect to those functions within the scope of that contract.

3) Regional Representation

During the period between entry into force of this Agreement and the date of assumption of office by the Secretary General, the entitlement, consistent with paragraph (c) of Article IX of this Agreement, of any group of Signatories seeking representation on the Board of Governors, pursuant to subparagraph (a)(iii) of Article IX of this Agreement, shall become effective upon receipt by the Communications Satellite Corporation of a written request from such group.

4) Privileges and Immunities

The Parties to this Agreement which were parties to the Interim Agreement shall extend to the corresponding successor persons and bodies until such times as the Headquarters Agreement and the Protocol, as the case may be, enter into force as provided for in Article XV of this Agreement, those privileges, exemptions and immunities which were extended by such Parties, immediately prior to entry into force of this Agreement, to the International Telecommunications Satellite Consortium, to the signatories to the Special Agreement and to the Interim Communications Satellite Committee and to representatives thereto.

* * *

SIGNATORIES TO THE INTELSAT AGREEMENT

Afghanistan
Algeria
Angola
Argentina
Australia
Austria
Bahamas
Bangladesh
Barbados
Belgium
Benin
Bolivia
Brazil
Burkina Faso
Cameroon
Canada
Central African Republic
Chad
Chile
China, People's Republic of
Colombia
Congo
Costa Rica
Cyprus
Denmark
Dominican Republic
Ecuador
Egypt
El Salvador
Ethiopia
Fiji
Finland
France
Gabon
Germany, Federal Republic of
Ghana
Greece
Guatemala
Guinea
Haiti
Honduras
Iceland
India
Indonesia
Iran
Iraq
Ireland
Israel
Italy
Ivory Coast
Jamaica
Japan
Jordan
Kenya
Korea, Republic of
Kuwait
Lebanon
Libya
Liechtenstein
Luxembourg
Madagascar
Malawi
Malaysia
Mali
Mauritania
Mauritius
Mexico
Monaco
Morocco
Netherlands
New Zealand
Nicaragua
Niger
Nigeria
Norway
Oman
Pakistan
Panama
Papua New Guinea
Paraguay
Peru
Philippines
Portugal
Qatar
Rwanda
Saudi Arabia
Senegal
Singapore
Somalia
South Africa
Spain
Sri Lanka
Sudan
Swaziland
Sweden
Switzerland
Syria
Tanzania
Thailand
Togo
Trinidad & Tobago
Tunisia
Turkey
Uganda
United Arab Emirates
United Kingdom
United States
Uruguay
Vatican City
Venezuela
Vietnam
Yemen Arab Republic
Yugoslavia
Zaire
Zambia

Source: INTELSAT Annual Report 1987–88. Membership as of May 1988.

OPERATING AGREEMENT RELATING TO THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION (INTELSAT)

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OPERATING AGREEMENT
RELATING TO THE
INTERNATIONAL TELECOMMUNICATIONS
SATELLITE ORGANIZATION
"INTELSAT"

PREAMBLE

The Signatories to this Operating Agreement:

Considering that the States Parties to the Agreement Relating to the International Telecommunications Satellite Organization "INTELSAT" have undertaken therein to sign or to designate a telecommunications entity to sign this Operating Agreement,

Agree as follows:

ARTICLE 1

(Definitions)

(a) For the purpose of this Operating Agreement:

(i) "Agreement" means the Agreement Relating to the International Telecommunications Satellite Organization "INTELSAT";

(ii) "Amortization" includes depreciation; and

(iii) "Assets" includes every subject of whatever nature to which a right of ownership can attach, as well as contractual rights.

(b) The definitions in Article I of the Agreement shall apply to this Operating Agreement.

ARTICLE 2

(Rights and Obligations of Signatories)

Each Signatory acquires the rights provided for Signatories in the Agreement and this Operating Agreement and undertakes to fulfill the obligations placed upon it by those Agreements.

ARTICLE 3

(Transfer of Rights and Obligations)

(a) As of the date the Agreement and this Operating Agreement enter into force and subject to the requirements of Article 19 of this Operating Agreement:

(i) all of the property and contractual rights and all other rights, including rights in and to the space segment, owned in undivided shares by the signatories to the Special Agreement pursuant to the Interim Agreement and the Special Agreement as of such date, shall be owned by INTELSAT;

(ii) all of the obligations and liabilities undertaken or incurred by or on behalf of the signatories to the Special Agreement collectively in carrying out the provisions of the Interim Agreement and the Special Agreement which are outstanding as of, or arise from acts or omissions prior to, such date shall become obligations and liabilities of INTELSAT. However, this subparagraph shall not apply to any such obligation or liability arising from actions or decisions taken after the opening for signature of the Agreement which, after the entry into force of the Agreement, could not have been taken by the Board of Governors without prior authorization of the Assembly of Parties pursuant to paragraph (f) of Article III of the Agreement.

(b) INTELSAT shall be the owner of the INTELSAT space segment and of all other property acquired by INTELSAT.

(c) The financial interest in INTELSAT of each Signatory shall be equal to the amount arrived at by the application of its investment share to the valuation effected pursuant to Article 7 of this Operating Agreement.

ARTICLE 4

(Financial Contributions)

(a) Each Signatory shall make contributions to the capital requirements of INTELSAT, as determined by the Board of Governors in accordance with the terms of the Agreement and this Operating Agreement, in proportion to its investment share as determined pursuant to Article 6 of this Operating Agreement and shall receive capital repayment and compensation for use of capital in accordance with the provisions of Article 8 of this Operating Agreement.

(b) Capital requirements shall include all direct and indirect costs for the design, development, construction and establishment of the INTELSAT space segment and for other INTELSAT property, as well as requirements for contributions by Signatories pursuant to paragraph (f) of Article 8 and paragraph (b) of Article 18 of this Operating Agreement. The Board of Governors shall determine the financial requirements of INTELSAT which shall be met from capital contributions from the Signatories.

(c) Each Signatory, as user of the INTELSAT space segment, as well as all other users, shall pay appropriate utilization charges established in accordance with the provisions of Article 8 of this Operating Agreement.

(d) The Board of Governors shall determine the schedule of payments required pursuant to this Operating Agreement. Interest at a rate to be determined by the Board of Governors shall be added to any amount unpaid after the date designated for payment.

ARTICLE 5

(Capital Ceiling)

(a) The sum of the net capital contributions of the Signatories and of the outstanding contractual capital commitments of INTELSAT shall be subject to a ceiling. This sum shall consist of the cumulative capital contributions made by the signatories to the Special Agreement, pursuant to Articles 3 and 4 of the Special Agreement, and by the Signatories to this Operating Agreement, pursuant to Article 4 of this Operating Agreement, less the cumulative capital repaid to them pursuant to the Special Agreement and to this Operating Agreement, plus the outstanding amount of contractual capital commitments of INTELSAT.

(b) The ceiling referred to in paragraph (a) of this Article shall be 500 million U.S. dollars or the amount authorized pursuant to paragraph (c) or (d) of this Article.

(c) The Board of Governors may recommend to the Meeting of Signatories that the ceiling in effect under paragraph (b) of this Article be increased. Such recommendation shall be considered by the Meeting of Signatories, and the increased ceiling shall become effective upon approval by the Meeting of Signatories.

(d) However, the Board of Governors may increase the ceiling up to ten percent above the limit of 500 million U.S. dollars or such higher limits as may be approved by the Meeting of Signatories pursuant to paragraph (c) of this Article.

ARTICLE 6

(Investment Shares)

(a) Except as otherwise provided in this Article, each Signatory shall have an investment share equal to its percentage of all utilization of the INTELSAT space segment by all Signatories.

(b) For the purpose of paragraph (a) of this Article, utilization of the INTELSAT space segment by a Signatory shall be measured by dividing the space segment utilization charges payable by the Signatory to INTELSAT by the number of days for which charges were payable during the six-month period prior to the effective date of a determination of investment shares pursuant to subparagraph (c) (i), (c) (ii) or (c) (v) of this Article. However, if the number of days for which charges were payable by a Signatory for utilization during such six-month period was less than ninety days, such charges shall not be taken into account in determining investment shares.

(c) Investment shares shall be determined effective as of:

(i) the date of entry into force of this Operating Agreement;

(ii) the first day of March of each year, provided that if this Operating Agreement enters into force less than six months before the succeeding first day of March, there shall be no determination under this subparagraph effective as of that date;

(iii) the date of entry into force of this Operating Agreement for a new Signatory;

(iv) the effective date of withdrawal of a Signatory from INTELSAT; and

(v) the date of request by a Signatory for whom INTELSAT space segment utilization charges have, for the first time, become payable by that Signatory for utilization through its own earth station, provided that such date of request is not less than ninety days following the date the space segment utilization charges became payable.

(d) (i) Any Signatory may request that, if any determination of investment shares made pursuant to paragraph (c) of this Article would result in its investment share exceeding its quota or investment share, as the case may be, held immediately prior to such determination, it be allocated a lesser investment share, provided that such investment share shall not be less than its final quota held pursuant to the Special Agreement or than its investment share held immediately prior to the determination, as the case may be. Such requests shall be deposited with INTELSAT and shall indicate the reduced investment share desired. INTELSAT shall give prompt notification of such requests to all Signatories, and such requests shall be honored to the extent that other Signatories accept greater investment shares.

(ii) Any Signatory may notify INTELSAT that it is prepared to accept an increase in its investment share in order to accommodate requests for lesser investment shares made pursuant to subparagraph (i) of this paragraph and up to what limit, if any. Subject to such limits, the total amount of reduction in investment shares requested pursuant to subparagraph (i) of this paragraph shall be distributed among the Signatories which have accepted, pursuant to this subparagraph, greater investment shares, in proportion to the investment shares held by them immediately prior to the applicable adjustment.

(iii) If reductions requested pursuant to subparagraph (i) of this paragraph cannot be wholly accommodated among the Signatories which have accepted greater investment shares pursuant to subparagraph (ii) of this paragraph, the total amount of accepted increases shall be allocated, up to the limits indicated by each Signatory accepting a greater investment share pursuant to this paragraph, as reductions to those Signatories which requested lesser investment shares pursuant to subparagraph (i) of this paragraph, in proportion to the reductions requested by them under subparagraph (i) of this paragraph.

(iv) Any Signatory which has requested a lesser or accepted a greater investment share pursuant to this paragraph shall be deemed to have accepted the decrease or increase of its investment share, as determined pursuant to this paragraph, until the next determination of investment shares pursuant to subparagraph (c) (ii) of this Article.

(v) The Board of Governors shall establish appropriate procedures with regard to notification of requests by Signatories for lesser investment shares made pursuant to subparagraph (i) of this paragraph, and notification by Signatories which are prepared to accept increases in their investment shares pursuant to subparagraph (ii) of this paragraph.

(e) For the purposes of composition of the Board of Governors and calculation of the voting participation of Governors, the investment shares determined pursuant to subparagraph (c) (ii) of this Article shall take effect from the first day of the ordinary meeting of the Meeting of Signatories following such determination.

(f) To the extent that an investment share is determined pursuant to subparagraph (c) (iii) or (c) (v) or paragraph (h) of this Article, and to the extent necessitated by withdrawal of a Signatory, the investment shares of all other Signatories shall be adjusted in the proportion that their respective investment shares, held prior to this adjustment, bear to each other. On the withdrawal of a Signatory, investment shares of 0.05 per cent determined in accordance with the provisions of paragraph (h) of this Article shall not be increased.

(g) Notification of the results of each determination of investment shares, and of the effective date of such determination, shall be promptly furnished to all Signatories by INTELSAT.

(h) Notwithstanding any provision of this Article, no Signatory shall have an investment share of less than 0.05 per cent of the total investment shares.

ARTICLE 7

(Financial Adjustments Between Signatories)

(a) On entry into force of this Operating Agreement and thereafter at each determination of investment shares, financial adjustments shall be made between Signatories, through INTELSAT, on the basis of a valuation effected pursuant to paragraph (b) of this Article. The amounts of such financial adjustments shall be determined with respect to each Signatory by applying to such valuation:

- (i) on entry into force of this Operating Agreement, the difference, if any, between the final quota of each Signatory held pursuant to the Special Agreement and its initial investment share determined pursuant to Article 6 of this Operating Agreement;
- (ii) at each subsequent determination of investment shares, the difference, if any, between the new investment share of each Signatory and its investment share prior to such determination.

(b) The valuation referred to in paragraph (a) of this Article shall be effected as follows:

(i) deduct from the original cost of all assets as recorded in INTELSAT accounts as of the date of adjustment, including any capitalized return or capitalized expenses, the sum of:

  (A) the accumulated amortization as recorded in INTELSAT accounts as of the date of adjustment, and

  (B) loans and other accounts payable by INTELSAT as of the date of adjustment;

(ii) adjust the results obtained pursuant to subparagraph (i) of this paragraph by:

  (A) adding or deducting, for the purpose of the financial adjustments on entry into force of this Operating Agreement, an amount representing any deficiency or excess, respectively, in the payment by INTELSAT of compensation for use of capital relative to the cumulative amount due pursuant to the Special Agreement, at the rate or rates of compensation for use of capital in effect during the periods in which the relevant rates were applicable, as established by the Interim Communications Satellite Committee pursuant to Article 9 of the Special Agreement. For the purpose of assessing the amount representing any deficiency or excess in payment, compensation due shall be calculated on a monthly basis and relate to the net amount of the elements described in subparagraph (i) of this paragraph;

(B) adding or deducting, for the purpose of each subsequent financial adjustment a further amount representing any deficiency or excess, respectively, in the payment by INTELSAT of compensation for use of capital from the time of entry into force of this Operating Agreement to the effective date of valuation, relative to the cumulative amount due pursuant to this Operating Agreement, at the rate or rates of compensation for use of capital in effect during the periods in which the relevant rates were applicable, as established by the Board of Governors pursuant to Article 8 of this Operating Agreement. For the purpose of assessing the amount representing any deficiency or excess in payment, compensation due shall be calculated on a monthly basis and relate to the net amount of the elements described in subparagraph (i) of this paragraph.

(c) Payments due from and to Signatories pursuant to the provisions of this Article shall be effected by a date designated by the Board of Governors. Interest at a rate to be determined by the Board of Governors shall be added to any amount unpaid after that date, except that, with respect to payments due pursuant to subparagraph (a) (i) of this Article, interest shall be added from the date of entry into force of this Operating Agreement. The rate of interest referred to in this paragraph shall be equal to the rate of interest determined by the Board of Governors pursuant to paragraph (d) of Article 4 of this Operating Agreement.

ARTICLE 3

(Utilization Charges and Revenues)

(a) The Board of Governors shall specify the units of measurement of INTELSAT space segment utilization relative to various types of utilization and, guided by such general rules as may be established by the Meeting of Signatories pursuant to Article VIII of the Agreement, shall establish INTELSAT space segment utilization charges. Such charges shall have the objective of covering the operating, maintenance and administrative costs of INTELSAT, the provision of such operating funds as the Board of Governors may determine to be necessary, the amortization of investment made by Signatories in INTELSAT and compensation for use of the capital of Signatories.

(b) For the utilization of capacity available for the purposes of specialized telecommunications services, pursuant to paragraph (d) of Article III of the Agreement, the Board of Governors shall establish the charge to be paid for the utilization of such services. In doing so it shall comply with the provisions of the Agreement and this Operating Agreement and in particular paragraph (a) of this Article, and shall take into consideration the costs associated with the provision of the specialized telecommunications services as well as an adequate part of the general and administrative costs of INTELSAT. In the case of separate satellites or associated facilities financed by INTELSAT pursuant to paragraph (e) of Article V of the Agreement, the Board of Governors shall establish the charges to be paid for the utilization of such services.

In doing so, it shall comply with the provisions of the Agreement and this Operating Agreement and in particular paragraph (a) of this Article, so as to cover fully the costs directly resulting from the design, development, construction, and provision of such separate satellites and associated facilities as well as an adequate part of the general and administrative costs of INTELSAT.

(c) In determining the rate of compensation for use of the capital of Signatories, the Board of Governors shall include an allowance for the risks associated with investment in INTELSAT and, taking into account such allowance, shall fix the rate as close as possible to the cost of money in the world markets.

(d) The Board of Governors shall institute any appropriate sanctions in cases where payments of utilization charges shall have been in default for three months or longer.

(e) The revenues earned by INTELSAT shall be applied, to the extent that such revenues allow, in the following order of priority:

(i) to meet operating, maintenance and administrative costs;

(ii) to provide such operating funds as the Board of Governors may determine to be necessary;

(iii) to pay to Signatories, in proportion to their respective investment shares, sums representing a repayment of capital in the amount of the provisions for amortization established by the Board of Governors and recorded in the INTELSAT accounts;

(iv) to pay to a Signatory which has withdrawn from INTELSAT such sums as may be due to it pursuant to Article 21 of this Operating Agreement; and

(v) to pay to Signatories, in proportion to their respective investment shares, the available balance towards compensation for use of capital.

(f) To the extent, if any, that the revenues earned by INTELSAT are insufficient to meet INTELSAT operating, maintenance and administrative costs, the Board of Governors may decide to meet the deficiency by using INTELSAT operating funds, by overdraft arrangements, by raising a loan, by requiring Signatories to make capital contributions in proportion to their respective investment shares or by any combination of such measures.

ARTICLE 9

(Transfer of Funds)

(a) Settlement of accounts between Signatories and INTELSAT in respect of financial transactions pursuant to Articles 4, 7 and 8 of this Operating Agreement shall be so arranged as to minimize both transfers of funds between Signatories and INTELSAT and the amount of funds held by INTELSAT over and above any operating funds determined by the Board of Governors to be necessary.

(b) All payments between Signatories and INTELSAT pursuant to this Operating Agreement shall be made in U.S. dollars or in currency freely convertible into U.S. dollars.

ARTICLE 10

(Overdrafts and Loans)

(a) For the purpose of meeting financial deficiencies, pending the receipt of adequate INTELSAT revenues or of capital contributions by Signatories pursuant to this Operating Agreement, INTELSAT may, with the approval of the Board of Governors, enter into overdraft arrangements.

(b) Under exceptional circumstances and for the purpose of financing any activity undertaken by INTELSAT, or of meeting any liability incurred by INTELSAT, pursuant to paragraph (a), (b) or (c) of Article III of the Agreement or to this Operating Agreement, INTELSAT may raise loans upon decision of the Board of Governors. The outstanding amounts of such loans shall be considered as contractual capital commitments for the purpose of Article 5 of this Operating Agreement. The Board of Governors shall, in accordance with subparagraph (a) (xiv) of Article X of the Agreement, report fully to the Meeting of Signatories with respect to the reasons for its decision to raise any loan and the terms and conditions under which such a loan was raised.

ARTICLE 11

(Excluded Costs)

The following shall not form part of the costs of INTELSAT:

(i) taxes on income derived from INTELSAT of any of the Signatories;

(ii) design and development expenditure on launchers and launching facilities except expenditure incurred for the adaptation of launchers and launching facilities in connection with the design, development, construction and establishment of the INTELSAT space segment; and

(iii) the costs of representatives of Parties and Signatories incurred in attending meetings of the Assembly of Parties, of the Meeting of Signatories, of the Board of Governors or any other meetings of INTELSAT.

ARTICLE 12

(Audit)

The accounts of INTELSAT shall be audited annually by independent auditors appointed by the Board of Governors. Any Signatory shall have the right of inspection of INTELSAT accounts.

ARTICLE 13

(International Telecommunication Union)

In addition to observing the relevant regulations of the International Telecommunication Union, INTELSAT shall, in the design, development, construction and establishment of the INTELSAT space segment and in the procedures established for regulating the operation of the INTELSAT space segment and of the earth stations, give due consideration to the relevant recommendations and procedures of the International Telegraph and Telephone Consultative Committee, the International Radio Consultative Committee and the International Frequency Registration Board.

ARTICLE 14

(Earth Station Approval)

(a) Any application for approval of an earth station to utilize the INTELSAT space segment shall be submitted to INTELSAT by the Signatory designated by the Party in whose territory the earth station is or will be located or, with respect to earth stations located in a territory not under the jurisdiction of a Party, by a duly authorized telecommunications entity.

(b) Failure by the Meeting of Signatories to establish general rules, pursuant to subparagraph (b) (v) of Article VIII of the Agreement, or the Board of Governors to establish criteria and procedures, pursuant to subparagraph (a) (vi) of Article X of the Agreement, for approval of earth stations shall not preclude the Board of Governors from considering or acting upon any application for approval of an earth station to utilize the INTELSAT space segment.

(c) Each Signatory or telecommunications entity referred to in paragraph (a) of this Article shall, with respect to earth stations for which it has submitted an application, be responsible to INTELSAT for compliance of such stations with the rules and standards specified in the document of approval issued to it by INTELSAT, unless, in the case of a Signatory which has submitted an application, its designating Party assumes such responsibility with respect to all or some of the earth stations not owned or operated by such Signatory.

ARTICLE 15

(Allotment of Space Segment Capacity)

(a) Any application for allotment of INTELSAT space segment capacity shall be submitted to INTELSAT by a Signatory or, in the case of a territory not under the jurisdiction of a Party, by a duly authorized telecommunications entity.

(b) In accordance with the terms and conditions established by the Board of Governors pursuant to Article X of the Agreement, allotment of INTELSAT space segment capacity shall be made to a Signatory or, in the case of a territory not under the jurisdiction of a Party, to the duly authorized telecommunications entity making the application.

(c) Each Signatory or telecommunications entity to which an allotment has been made pursuant to paragraph (b) of this Article shall be responsible for compliance with all the terms and conditions established by INTELSAT with respect to such allotment, unless, in the case of a Signatory which has submitted an application, its designating Party assumes such responsibility for allotments made with respect to all or some of the earth stations not owned or operated by such Signatory.

ARTICLE 16

(Procurement)

(a) All contracts relating to the procurement of goods and services required by INTELSAT shall be awarded in accordance with Article XIII of the Agreement, Article 17 of this Operating Agreement and the procedures, regulations, terms and conditions established by the Board of Governors pursuant to the provisions of the Agreement and this Operating Agreement. The services to which this Article refers are those provided by juridical persons.

(b) The approval of the Board of Governors shall be required before:

(i) the issuing of requests for proposals or invitations to tender for contracts which are expected to exceed 500,000 U.S. dollars in value;

(ii) the awarding of any contract to a value exceeding 500,000 U.S. dollars.

(c) In any of the following circumstances, the Board of Governors may decide to procure goods and services otherwise than on the basis of responses to open international invitations to tender:

(i) where the estimated value of the contract does not exceed 50,000 U.S. dollars or any such higher amount as the Meeting of Signatories may decide in the light of proposals by the Board of Governors;

(ii) where procurement is required urgently to meet an emergency situation involving the operational viability of the INTELSAT space segment;

(iii) where the requirement is of a predominantly administrative nature best suited to local procurement; and

(iv) where there is only one source of supply to a specification which is necessary to meet the requirements of INTELSAT or where the sources of supply are so severely restricted in number that it would be neither feasible nor in the best interest of INTELSAT to incur the expenditure and time involved in open international tender, provided that where there is more than one source they will all have the opportunity to bid on an equal basis.

(d) The procedures, regulations, terms and conditions referred to in paragraph (a) of this Article shall provide for the supply of full and timely information to the Board of Governors. Upon request from any Governor, the Board of Governors shall be able to obtain, with respect to all contracts, any information necessary to enable that Governor to discharge his responsibilities as a Governor.

ARTICLE 17

(Inventions and Technical Information)

(a) INTELSAT, in connection with any work performed by it or on its behalf, shall acquire in inventions and technical information those rights, but no more than those rights, necessary in the common interests of INTELSAT and the Signatories in their capacity as such. In the case of work done under contract, any such rights obtained shall be on a non-exclusive basis.

(b) For the purposes of paragraph (a) of this Article, INTELSAT, taking into account its principles and objectives, the rights and obligations of the Parties and Signatories under the Agreement and this Operating Agreement and generally accepted industrial practices, shall, in connection with any work performed by it or on its behalf involving a significant element of study, research or development, ensure for itself:

(i) the right without payment to have disclosed to it all inventions and technical information generated by work performed by it or on its behalf;

(ii) the right to disclose and have disclosed to Signatories and others within the jurisdiction of any Party and to use and authorize and have authorized Signatories and such others to use such inventions and technical information:

(A) without payment, in connection with the INTELSAT space segment and any earth station operating in conjunction therewith, and

(B) for any other purpose, on fair and reasonable terms and conditions to be settled between Signatories or others within the jurisdiction of any Party and the owner or originator of such inventions and technical information or any other duly authorized entity or person having a property interest therein.

(c) In the case of work done under contract, the implementation of paragraph (b) of this Article shall be based on the retention by contractors of ownership of rights in inventions and technical information generated by them.

(d) INTELSAT shall also ensure for itself the right, on fair and reasonable terms and conditions, to disclose and have disclosed to Signatories and others within the jurisdiction of any Party, and to use and authorize and have authorized Signatories and such others to use, inventions and technical information directly utilized in the execution of work performed on its behalf but not included in paragraph (b) of this Article, to the extent that the person who has performed such work is entitled to grant such right and to the extent that such disclosure and use is necessary for the effective exercise of rights obtained pursuant to paragraph (b) of this Article.

(e) The Board of Governors may, in individual cases, where exceptional circumstances warrant, approve a deviation from the policies prescribed in subparagraph (b) (ii) and paragraph (d) of this Article where in the course of negotiations it is demonstrated to the Board of Governors that failure to deviate would be detrimental to the interests of INTELSAT and, in the case of subparagraph (b) (ii), that adherence to these policies would be incompatible with prior contractual obligations entered into in good faith by a prospective contractor with a third party.

(f) The Board of Governors may also, in individual cases, where exceptional circumstances warrant, approve a deviation from the policy prescribed in paragraph (c) of this Article where all of the following conditions are met:

(i) it is demonstrated to the Board of Governors that failure to deviate would be detrimental to the interests of INTELSAT,

(ii) it is determined by the Board of Governors that INTELSAT should be able to ensure patent protection in any country and

(iii) where, and to the extent that, the contractor is unable or unwilling to ensure such protection on a timely basis.

(g) In determining whether and in what form to approve any deviation pursuant to paragraphs (e) and (f) of this Article, the Board of Governors shall take into account the interests of INTELSAT and all Signatories and the estimated financial benefits to INTELSAT resulting from such deviation.

(h) With respect to inventions and technical information in which rights were acquired under the Interim Agreement and the Special Agreement, or are acquired under the Agreement and this Operating Agreement other than pursuant to paragraph (b) of this Article, INTELSAT, to the extent that it has the right to do so, shall upon request:

(i) disclose or have disclosed such inventions and technical information to any Signatory, subject to reimbursement of any payment made by or required of INTELSAT in respect of the exercise of such right of disclosure;

(ii) make available to any Signatory the right to disclose or have disclosed to others within the jurisdiction of any Party and to use and authorize or have authorized such others to use such inventions and technical information:

(A) without payment, in connection with the INTELSAT space segment or any earth station operating in conjunction therewith, and

(B) for any other purpose, on fair and reasonable terms and conditions to be settled between Signatories or others within the jurisdiction of any Party and INTELSAT or the owner or originator of such inventions and technical information or any other duly authorized entity or person having a property interest therein, and subject to reimbursement of any payment made by or required of INTELSAT in respect of the exercise of such rights.

(i) To the extent that INTELSAT acquires the right pursuant to sub-paragraph (b) (i) of this Article to have inventions and technical information disclosed to it, it shall keep each Signatory which so requests informed of the availability and general nature of such inventions and technical information. To the extent that INTELSAT acquires rights pursuant to the provisions of this Article to make inventions and technical information available to Signatories and others in the jurisdiction of Parties, it shall make such rights available upon request to any Signatory or its designee.

(j) The disclosure and use, and the terms and conditions of disclosure and use, of all inventions and technical information in which INTELSAT has acquired any rights shall be on a non-discriminatory basis with respect to all Signatories and their designees.

ARTICLE 18

(Liability)

(a) Neither INTELSAT nor any Signatory, in its capacity as such, nor any director, officer or employee of any of them nor any representative to any organ of INTELSAT acting in the performance of their functions and within the scope of their authority, shall be liable to, nor shall any claim be made against any of them by, any Signatory or INTELSAT for loss or damage sustained by reason of any unavailability, delay or faultiness of telecommunications services provided or to be provided pursuant to the Agreement or this Operating Agreement.

(b) If INTELSAT or any Signatory, in its capacity as such, is required, by reason of a binding decision rendered by a competent tribunal or as a result of a settlement agreed to or concurred in by the

Board of Governors, to pay any claim, including any costs and expenses associated therewith, which arises out of any activity conducted or authorized by INTELSAT pursuant to the Agreement or to this Operating Agreement, to the extent that the claim is not satisfied through indemnification, insurance or other financial arrangements, the Signatories shall, notwithstanding any ceiling established by or pursuant to Article 5 of this Operating Agreement, pay to INTELSAT the amount unsatisfied on such claim in proportion to their respective investment shares as of the date the payment by INTELSAT of such claim is due.

(c) If such a claim is asserted against a Signatory, that Signatory, as a condition of payment by INTELSAT of the claim pursuant to paragraph (b) of this Article, shall without delay provide INTELSAT with notice thereof, and shall afford INTELSAT the opportunity to advise and recommend on or to conduct the defense or other disposition of the claim and, to the extent permitted by the law of the jurisdiction in which the claim is brought, to become a party to the proceeding either with such Signatory or in substitution for it.

ARTICLE 19

(Buy-Out)

(a) Consonant with the provisions of Articles IX and XV of the Interim Agreement, the Board of Governors shall, as soon as practicable and not later than three months after entry into force of this Operating Agreement, determine, in accordance with paragraph (d) of this Article, the financial status in relation to INTELSAT of each signatory to the Special Agreement for which, in its capacity as a State, or for whose State the Agreement, on its entry into force, had neither entered into force nor been applied provisionally. The Board of Governors shall notify each such signatory in writing of its financial status and the rate of interest thereon. This rate of interest shall be close to the cost of money in world markets.

(b) A signatory may accept the assessment of its financial status and the rate of interest as notified pursuant to paragraph (a) of this Article or as may otherwise have been agreed between the Board of Governors and this signatory. INTELSAT shall pay to such signatory, in U.S. dollars or in another currency freely convertible into U.S. dollars, within ninety days of such acceptance, or within such greater period as may be mutually agreed, the amount so accepted, together with interest thereon from the date of entry into force of this Operating Agreement to the date of payment.

(c) If there is a dispute between INTELSAT and a signatory as to the amount or the rate of interest, which cannot be settled by negotiation within the period of one year from the date of notification pursuant to paragraph (a) of this Article, the amount and rate of interest notified shall remain the standing offer by INTELSAT to settle the matter, and the corresponding funds shall be set aside at the disposal of such signatory. Provided that a mutually acceptable tribunal can be found, INTELSAT shall refer the matter to arbitration if the signatory so requests. Upon receipt of the decision of the tribunal, INTELSAT shall pay to the signatory the amount decided by the tribunal in U.S. dollars or in another currency freely convertible into U.S. dollars.

(d) For the purpose of paragraph (a) of this Article, the financial status shall be determined as follows:

(i) multiply the final quota held by the signatory pursuant to the Special Agreement by the amount established from the valuation effected pursuant to paragraph (b) of Article 7 of this Operating Agreement as of the date of entry into force of this Operating Agreement; and

(ii) from the resulting product deduct any amounts due from that signatory as of the date of entry into force of this Operating Agreement.

(e) No provision of this Article shall:

(i) relieve a signatory described in paragraph (a) of this Article of its share of any obligations incurred by or on behalf of the signatories to the Special Agreement collectively as the result of acts or omissions in the implementation of the Interim Agreement and the Special Agreement prior to the date of entry into force of this Operating Agreement; or

(ii) deprive such a signatory of any rights acquired by it, in its capacity as such, which would otherwise continue after the termination of the Special Agreement and for which the signatory has not already been compensated pursuant to the provisions of this Article.

ARTICLE 20

(Settlement of Disputes)

(a) All legal disputes arising in connection with the rights and obligations under the Agreement or this Operating Agreement between Signatories with respect to each other, or between INTELSAT and a Signatory or Signatories, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex C to the Agreement.

(b) All such disputes arising between a Signatory and a State or telecommunications entity which has ceased to be a Signatory, or between INTELSAT and a State or telecommunications entity which has ceased to be a Signatory, and which arise after such State or telecommunications entity ceased to be a Signatory, if not otherwise settled within a reasonable time, shall be submitted to arbitration, and may be submitted to arbitration in accordance with the provisions of Annex C to the Agreement provided the disputants in any given dispute so agree. If a State or telecommunications entity ceases to be a Signatory after an arbitration in which it is a disputant has commenced, such arbitration shall be continued and concluded in accordance with the provisions of Annex C to the Agreement, or, as the case may be, with the other provisions under which the arbitration is being conducted.

(c) All legal disputes arising in connection with agreements or contracts that INTELSAT may conclude with any Signatory shall be subject to the provisions on settlement of disputes contained in such agreements or contracts. In the absence of such provisions, such disputes, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex C to the Agreement.

(d) If upon entry into force of this Operating Agreement, any arbitration is in progress pursuant to the Supplementary Agreement on Arbitration dated June 4, 1965, [1] the provisions of that Agreement shall remain in force with respect to such arbitration until its conclusion. If the Interim Communications Satellite Committee is a party to any such arbitration, INTELSAT shall replace it as a party.

ARTICLE 21

(Withdrawal)

(a) Within three months after the effective date of withdrawal of a Signatory from INTELSAT pursuant to Article XVI of the Agreement, the Board of Governors shall notify the Signatory of the evaluation by the Board of Governors of its financial status in relation to INTELSAT as of the effective date of its withdrawal and of the proposed terms of settlement pursuant to paragraph (c) of this Article.

(b) The notification pursuant to paragraph (a) of this Article shall include a statement of:

(i) the amount payable by INTELSAT to the Signatory, calculated by multiplying the investment share held by the Signatory as of the effective date of its withdrawal by the amount established from a valuation effected pursuant to paragraph (b) of Article 7 of this Operating Agreement as of that date;

(ii) any amounts to be paid by the Signatory to INTELSAT, pursuant to paragraph (g), (j) or (k) of Article XVI of the Agreement, representing its share of capital contributions for contractual commitments specifically authorized prior to the receipt by the appropriate authority of notice of its decision to withdraw or, as the case may be, prior to the effective date of its withdrawal, together with the proposed schedule for the payments to meet the said contractual commitments; and

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[1] TIAS 5646 (reprint, Jan. 1967).

(iii) any amounts due from the Signatory to INTELSAT as of the effective date of its withdrawal.

(c) The amounts referred to in subparagraphs (b) (i) and (b) (ii) of this Article shall be repaid by INTELSAT to the Signatory over a period of time consistent with the period over which other Signatories will be repaid their capital contributions, or over such lesser period as the Board of Governors may consider appropriate. The Board of Governors shall determine the rate of interest to be paid to or by the Signatory in respect of any amounts which may, from time to time, be outstanding for settlement.

(d) In its evaluation pursuant to subparagraph (b) (ii) of this Article,the Board of Governors may decide to relieve the Signatory in whole or in part of its responsibility for contributing its share of the capital contributions necessary to meet both contractual commitments specifically authorized and liabilities arising from acts or omissions prior to the receipt of notice of withdrawal or, as the case may be, prior to the effective date of withdrawal of the Signatory pursuant to Article XVI of the Agreement.

(e) Except as may be decided by the Board of Governors pursuant to paragraph (d) of this Article, no provision of this Article shall:

(i) relieve a Signatory referred to in paragraph (a) of this Article of its share of any non-contractual obligations of INTELSAT arising from acts or omissions in the implementation of the Agreement and the Operating Agreement prior to the receipt of notice of its decision to withdraw or, as the case may be, prior to the effective date of its withdrawal; or

(ii) deprive such a Signatory of any rights acquired by it, in its capacity as such, which would otherwise continue after the effective date of its withdrawal, and for which the Signatory has not already been compensated pursuant to the provisions of this Article.

ARTICLE 22

(Amendments)

(a) Any Signatory, the Assembly of Parties or the Board of Governors may propose amendments to this Operating Agreement. Proposed amendments shall be submitted to the executive organ, which shall distribute them promptly to all Parties and Signatories.

(b) The Meeting of Signatories shall consider each proposed amendment at its first ordinary meeting following its distribution by the executive organ, or at an earlier extraordinary meeting convened in accordance with the provisions of Article VIII of the Agreement, provided that the proposed amendment has been distributed by the executive organ at least ninety days before the opening date of the meeting. The Meeting of Signatories shall consider any views and recommendations which it receives from the Assembly of Parties or the Board of Governors with respect to a proposed amendment.

(c) The Meeting of Signatories shall take decisions on each proposed amendment in accordance with the provisions relating to quorum and voting contained in Article VIII of the Agreement. It may modify any proposed amendment, distributed in accordance with paragraph (b) of this Article, and may also take decisions on any amendment not so distributed but directly consequential to a proposed or modified amendment.

(d) An amendment which has been approved by the Meeting of Signatories shall enter into force in accordance with paragraph (e) of this Article after the Depositary has received notice of approval of the amendment from either:

(i) two-thirds of the Signatories which were Signatories as of the date upon which the amendment was approved by the Meeting of Signatories, provided that such two-thirds include Signatories which then held at least two-thirds of the total investment shares; or

(ii) a number of Signatories equal to or exceeding eighty-five per cent of the total number of Signatories which were Signatories as of the date upon which the amendment was approved by the Meeting of Signatories, regardless of the amount of investment shares which such Signatories then held.

Notification of the approval of an amendment by a Signatory shall be transmitted to the Depositary by the Party concerned, and such a notification shall signify the acceptance by the Party of such amendment.

(e) The Depositary shall notify all the Signatories as soon as it has received the approvals of the amendment required by paragraph (d) of this Article for the entry into force of an amendment. Ninety days after the date of issue of this notification, the amendment shall enter into force for all Signatories, including those that have not yet approved it and have not withdrawn from INTELSAT.

(f) Notwithstanding the provisions of paragraphs (d) and (e) of this Article, an amendment shall not enter into force later than eighteen months after the date it has been approved by the Meeting of Signatories.

ARTICLE 23

(Entry into Force)

(a) This Operating Agreement shall enter into force for a Signatory on the date on which the Agreement enters into force, in accordance with paragraphs (a) and (d) or paragraphs (b) and (d) of Article XX of the Agreement, for the Party concerned.

(b) This Operating Agreement shall be applied provisionally for a Signatory on the date on which the Agreement is applied provisionally, in accordance with paragraphs (c) and (d) of Article XX of the Agreement, for the Party concerned.

(c) This Operating Agreement shall continue in force for as long as the Agreement is in force.

ARTICLE 24

(Depositary)

(a) The Government of the United States of America shall be the Depositary for this Operating Agreement, the texts of which in English, French and Spanish are equally authentic. This Operating Agreement shall be deposited in the archives of the Depositary, with which shall also be deposited notifications of approval of amendments, of substitution of a Signatory pursuant to paragraph (f) of Article XVI of the Agreement, and of withdrawals from INTELSAT.

(b) The Depositary shall transmit certified copies of the texts of this Operating Agreement to all Governments and all designated telecommunications entities which have signed it, and to the International Telecommunication Union, and shall notify those Governments, designated telecommunications entities, and the International Telecommunication Union, of signatures to this Operating Agreement, of commencement of the sixty-day period referred to in paragraph (a) of Article XX of the Agreement, of the entry into force of this Operating Agreement, of notifications of approval of amendments and of the entry into force of amendments to this Operating Agreement. Notice of the commencement of the sixty-day period shall be issued on the first day of that period.

(c) Upon entry into force of this Operating Agreement, the Depositary shall register it with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF, the undersigned duly authorized thereto have signed this Operating Agreement.

DONE at Washington, on the 20th day of August, one thousand nine hundred and seventy-one.

ANNEX

TRANSITION PROVISIONS

1) Obligations of Signatories

Each Signatory to this Operating Agreement which was, or whose designating Party was, a party to the Interim Agreement shall pay, or shall be entitled to receive, the net amount of any sums due pursuant to the Special Agreement as of the date of entry into force of the Agreement, from or to such party, in its capacity as a signatory to the Special Agreement, or from or to its designated signatory to the Special Agreement.

2) Establishment of the Board of Governors

(a) On the date of commencement of the sixty-day period referred to in paragraph (a) of Article XX of the Agreement, and thereafter at weekly intervals, the Communications Satellite Corporation shall notify all signatories to the Special Agreement and States or telecommunications entities designated by States for whom this Operating Agreement will come into force, or will be applied provisionally, on the date of entry into force of the Agreement, of the estimated initial investment share of each such State or telecommunications entity pursuant to the provisions of this Operating Agreement.

(b) During the said sixty-day period, the Communications Satellite Corporation shall make the necessary administrative preparations for the convening of the first meeting of the Board of Governors.

(c) Within three days after the date of entry into force of the Agreement, the Communications Satellite Corporation, acting pursuant to paragraph 2 of Annex D to the Agreement, shall:

(i) inform all Signatories for whom this Operating Agreement has come into force or has been applied provisionally of their initial investment shares determined pursuant to Article 6 of this Operating Agreement; and

(ii) inform all such Signatories of the arrangements made for the first meeting of the Board of Governors, which shall be convened not more than thirty days after the date of entry into force of the Agreement.

3) Settlement of Disputes

Any legal dispute which may arise between INTELSAT and the Communications Satellite Corporation in connection with the rendering of services by the Corporation to INTELSAT, between the date of entry into force of this Operating Agreement and the effective date of the contract arranged pursuant to subparagraph (a) (ii) of Article XII of the Agreement, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex C to the Agreement.

* * *

HEADQUARTERS AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION

Effective 24 November 1976

HEADQUARTERS AGREEMENT

Pursuant to Article XV(c) of the INTELSAT Agreement, the Government of the United States of America and INTELSAT have concluded the following Headquarters Agreement covering privileges, exemptions and immunities. The English language version is the official text; the French and Spanish language versions are unofficial translations.

By an exchange of letters dated 31 January and 1 February 1977 between INTELSAT and the U.S. Department of State, the Headquarters Agreement was brought into effect as of 24 November 1976.

HEADQUARTERS AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION

Whereas, the headquarters of the International Telecommunications Satellite Organization (INTELSAT) are located in Washington; and

Whereas, the President of the United States has designated INTELSAT a public international organization entitled to certain privileges, exemptions, and immunities by Executive Order 11718*, in accordance with the provisions of the International Organizations Immunities Act of the United States of America; and

Whereas, the United States is cognizant of its responsibilities under the Agreement Relating to the International Telecommunications Satellite Organization which entered into force on 12 February 1973 (INTELSAT Agreement);

The Government of the United States of America and INTELSAT have agreed as follows:

1. The property and assets of INTELSAT, wherever located and by whomsoever held, shall be immune from search, requisition, expropriation or any other form of seizure or confiscation, unless such immunity be expressly waived. The archives of INTELSAT shall be inviolable. The provisions of this paragraph shall also apply to the property, assets and archives of the Signatories to the INTELSAT Operating Agreement, other than the entity designated as Signatory for the

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*/Superseded by Executive Order 11966, dated 19 January 1977, effective 24 November 1976./

United States, when such property, assets and archives are devoted to or reserved for INTELSAT purposes and are not utilized for purposes other than those provided for by the INTELSAT Agreement or this Headquarters Agreement.

2. The income of INTELSAT shall be exempt from national taxation by the Government of the United States and from taxation by laws applicable to the District of Columbia. The income exempted from taxation hereby shall include that received from investments in the United States in stocks, bonds, or other domestic securities owned by INTELSAT, or from interest on deposits in banks in the United States of monies belonging to INTELSAT, or from any other source within or without the United States.

3. Signatories, other than the entity designated by the United States, shall be exempt from national taxation by the Government of the United States on income earned from INTELSAT and from such taxation as is imposed on such income by laws applicable to the District of Columbia.

4. Wages, salaries and fees paid by INTELSAT to its officers and employees shall not be subject to withholding for purposes of national taxation by the United States thereon or such taxation as is imposed by laws applicable to the District of Columbia. INTELSAT and its officers and employees, other than nationals of the United States, shall be exempt from making contributions for insurance, social security, or other programs adopted by the Government of the United States or such programs as may be adopted by laws applicable to the District of Columbia.

5. INTELSAT, its Parties and Signatories, other than the entity designated by the United States or nationals of the United States, shall be exempt from all national property taxes imposed by the Government within the scope of activity authorized by the INTELSAT Agreement and from such property taxes imposed by the District of Columbia.

6. INTELSAT shall be exempt from all communications taxes imposed by the Government of the United States, including such taxes as are applicable to the District of Columbia, respecting activities authorized by the INTELSAT Agreement.

7. The privileges and exemptions conferred by the Act to Provide for the Immunity from Taxation in the District of Columbia (Public Law 91-494) are hereby incorporated by reference.

8. Insofar as concerns customs duties and internal revenue taxes imposed upon or by reason of importation and the procedures in connection therewith, the registration of foreign agents other than nationals of the United States, and the treatment of official communications, INTELSAT, its Parties and Signatories, other than the entity designated by the United States, shall be entitled to those privileges, exemptions and immunities accorded under similar circumstances to foreign governments.

9. INTELSAT may import without payment of customs duties and internal revenue taxes communications satellites, components, and parts for communications satellites, to be launched in the United States under the terms of the INTELSAT Agreement, subject to the terms and conditions imposed by the Government of the United States with respect to storage and bond, unless these terms and conditions are amended or waived by such Government.

10. INTELSAT may request, under Section 842.10 of the Tariff Schedules of the United States or other relevant provisions thereof, importation without payment of customs duties and internal revenue taxes, of articles to be used in connection with the activities authorized by the INTELSAT Agreement. Such requests shall be processed by the Department of State and the Customs Service in accordance with existing procedures.

11. Pursuant to regulations prescribed by the Commissioner of Customs, the baggage and effects of alien officers and employees of INTELSAT, of non-U.S. nationals designated by the Parties or Signatories to serve as their representatives in or to INTELSAT, of persons participating in arbitration proceedings pursuant to the INTELSAT Agreement, or the families, suites and servants of such officers, employees, representatives or persons participating in arbitration proceedings shall be admitted (when imported in connection with the arrival of the owner) free of customs duties and internal revenue taxes imposed upon or by reason of such importation.

12. The wages, fees or salaries of any officer or employee of INTELSAT, representative of a Party or person participating in arbitration proceedings pursuant to the INTELSAT Agreement, who is neither a national nor a permanent resident of the United States, to the extent such wages, fees or salaries are received in connection with the performance of activities authorized under the INTELSAT Agreement, shall be exempt from national taxation imposed by the Government of the United States and such taxation as is imposed by laws applicable to the District of Columbia.

13. All representatives of Signatories other than the entity designated by the United States, who qualify as non-U.S. nationals and meet the requirements of Section 893 of the Internal Revenue Code and Section 1.893-1(a) of its regulations, shall be exempt from national taxation imposed by the Government of the United States and such taxation as is imposed by laws applicable to the District of Columbia with respect to wages, fees or salaries received as compensation for services rendered to the Signatory in connection with the performance of activities authorized under the INTELSAT Agreement.

14. The officers and employees of INTELSAT, the representatives of Parties and Signatories, the persons participating in arbitration proceedings pursuant to the INTELSAT Agreement and their families shall insofar as concerns laws regulating

entry into and departure from the United States, alien registration and fingerprinting, and registration of foreign agents, be entitled to the same privileges, exemptions, and immunities as are accorded under similar circumstances to officers and employees, respectively, of foreign governments and members of their families.

15. With respect to alien registration and fingerprinting, the servants of (a) officers and employees of INTELSAT, (b) representatives of Parties and Signatories, and (c) persons participating in arbitration proceedings pursuant to the INTELSAT Agreement, shall be entitled to the same privileges, exemptions and immunities accorded to servants of representatives, officers and employees of foreign governments and representatives to and officers and employees of international organizations.

16. The officers and employees of INTELSAT, the representatives of the Parties and of the Signatories and persons participating in arbitration proceedings pursuant to the INTELSAT Agreement shall be immune from suit and legal process relating to acts performed by them in their official capacity and falling within their functions, except insofar as such immunity may be waived by the head of the executive organ of INTELSAT for its officers and employees, by the Parties and Signatories for their representatives, and by the parties in arbitration proceedings, respectively.

17. (a) No person shall be entitled to the benefits of this Agreement unless he (1) shall have been duly notified to and accepted by the Secretary of State as a representative, officer, employee or participant in arbitration proceedings; or (2) shall have been designated by the Secretary of State, prior to formal notification and acceptance, as a prospective representative, officer, employee or participant in arbitration proceedings; or (3) is a member of the family or suite, or servant, of one of the foregoing accepted or designated representatives, officers, employees or participants in arbitration proceedings.

(b) Should the Secretary of State determine that the continued presence in the United States of any person entitled to the benefits of this Agreement is not desirable, he shall so inform INTELSAT or the foreign government, as the case may be, and after such person shall have had a reasonable length of time, to be determined by the Secretary of State, to depart from the United States, he shall cease to be entitled to such benefits.

(c) No person shall, by reason of the provisions of this Agreement, be considered as receiving diplomatic status or as receiving any privileges or immunities incident thereto, other than such as are specifically set forth herein.

18. The privileges, exemptions, and immunities of INTELSAT and its officers and employees, of the Parties, Signatories and their representatives, of the participants in arbitration proceedings pursuant to the INTELSAT Agreement and of members of their families, suites, and servants of such officers, employees, representatives and participants, provided for in this Agreement, shall be granted notwithstanding the fact that the similar privileges, exemptions, and immunities granted to a foreign government, its officers, or employees, may be conditioned upon the existence of reciprocity by that foreign government: Provided, That nothing contained in this Agreement shall be construed as precluding the Secretary of State from withdrawing the privileges, exemptions, and immunities herein provided from persons who are nationals of any foreign country on the ground that such country is failing to accord corresponding privileges, exemptions, and immunities to nationals of the United States.

19. This Agreement shall be brought into effect by an exchange of notes between the Secretary General of INTELSAT and the appropriate Executive Officer of the United States. This Agreement may be terminated by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the respective representatives have signed this Agreement.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Joel W. Biller

Joel W. Biller
Deputy Assistant Secretary
for Transportation, Telecommunications and Commercial
Affairs, Department of State

11-24-76

FOR THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE
ORGANIZATION

Santiago Astrain
Secretary General

11/22/76

CONVENTION ON THE INTERNATIONAL MARITIME SATELLITE ORGANIZATION (INMARSAT)

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The INMARSAT Convention and Operating Agreement were drawn up in the English, French, Russian, and Spanish languages, all of the texts being equally authentic. The Agreements were opened for signature before a comparison of the four language texts was made for the purpose of revealing any discrepancies among them. Subsequently a comparison has revealed certain substantive discrepancies, and rectification in accordance with established international practice has been initiated. Thus the texts reproduced below should not be considered definitive, although the U.S. Government believes the English text accurately reflects the negotiated arrangements.

CONVENTION ON THE INTERNATIONAL MARITIME SATELLITE ORGANIZATION (INMARSAT)

THE STATES PARTIES TO THIS CONVENTION:

CONSIDERING the principle set forth in Resolution 1721 (XVI) of the General Assembly of the United Nations that communication by means of satellites should be available to the nations of the world as soon as practicable on a global and non-discriminatory basis,

CONSIDERING the relevant provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies, concluded on 27 January 1967, and in particular Article 1, which states that outer space shall be used for the benefit and in the interests of all countries,

TAKING INTO ACCOUNT that a very high proportion of world trade is dependent upon ships,

BEING AWARE that considerable improvements to the maritime distress and safety systems and to the communication link between ships and between ships and their management as well as between crew or passengers on board and persons on shore can be made by using satellites,

DETERMINED, to this end, to make provision for the benefit of ships of all nations through the most advanced suitable space technology available, for the most efficient and economic facilities possible consistent with the most efficient and equitable use of the radio frequency spectrum and of satellite orbits,

RECOGNIZING that a maritime satellite system comprises mobile earth stations and land earth stations, as well as the space segment,

AGREE AS FOLLOWS:

Article 1

Definitions

For the purposes of this Convention:

(a) "Operating Agreement" means the Operating Agreement on the International Maritime Satellite Organization (INMARSAT), including its Annex.

(b) "Party" means a State for which this Convention has entered into force.

(c) "Signatory" means either a Party or an entity designated in accordance with Article 2(3), for which the Operating Agreement has entered into force.

(d) "Space segment" means the satellites, and the tracking, telemetry, command, control, monitoring and related facilities and equipment required to support the operation of these satellites.

(e) "INMARSAT space segment" means the space segment owned or leased by INMARSAT.

(f) "Ship" means a vessel of any type operating in the marine environment. It includes *inter alia* hydrofoil boats, air-cushion vehicles, submersibles, floating craft and platforms not permanently moored.

(g) "Property" means anything that can be the subject of a right of ownership, including contractual rights.

Article 2

Establishment of INMARSAT

(1) The International Maritime Satellite Organization (INMARSAT), herein referred to as "the Organization", is hereby established.

(2) The Operating Agreement shall be concluded in conformity with the provisions of this Convention and shall be opened for signature at the same time as this Convention.

(3) Each Party shall sign the Operating Agreement or shall designate a competent entity, public or private, subject to the jurisdiction of that Party, which shall sign the Operating Agreement.

(4) Telecommunications administrations and entities may, subject to applicable domestic law, negotiate and enter directly into appropriate traffic agreements with respect to their use of telecommunications facilities provided pursuant to this Convention and the Operating Agreement, as well as with respect to services to be furnished to the public, facilities, division of revenues and related business arrangements.

Article 3

Purpose

(1) The purpose of the Organization is to make provision for the space segment necessary for improving maritime communications, thereby assisting in improving distress and safety of life at sea communications, efficiency and management of ships, maritime public correspondence services and radiodetermination capabilities.

(2) The Organization shall seek to serve all areas where there is need for maritime communications.

(3) The Organization shall act exclusively for peaceful purposes.

Article 4

Relations between a Party and its Designated Entity

Where a Signatory is an entity designated by a Party:

(a) Relations between the Party and the Signatory shall be governed by applicable domestic law.

(b) The Party shall provide such guidance and instructions as are appropriate and consistent with its domestic law to ensure that the Signatory fulfils its responsibilities.

(c) The Party shall not be liable for obligations arising under the Operating Agreement. The Party shall, however, ensure that the Signatory, in carrying out its obligations within the Organization, will not act in a manner which violates obligations which the Party has accepted under this Convention or under related international agreements.

(d) If the Signatory withdraws or its membership is terminated the Party shall act in accordance with Article 29(3) or 30(6).

Article 5

Operational and Financial Principles of the Organization

(1) The Organization shall be financed by the contributions of Signatories. Each Signatory shall have a financial interest in the Organization in proportion to its investment share which shall be determined in accordance with the Operating Agreement.

(2) Each Signatory shall contribute to the capital requirements of the Organization and shall receive capital repayment and compensation for use of capital in accordance with the Operating Agreement.

(3) The Organization shall operate on a sound economic and financial basis having regard to accepted commercial principles.

Article 6

Provision of Space Segment

The Organization may own or lease the space segment.

Article 7

Access to Space Segment

(1) The INMARSAT space segment shall be open for use by ships of all nations on conditions to be determined by the Council. In determining such conditions, the Council shall not discriminate among ships on the basis of nationality.

(2) The Council may, on a case-by-case basis, permit access to the INMARSAT space segment by earth stations located on structures operating in the marine environment other than ships, if and as long as the operation of such earth stations will not significantly affect the provision of service to ships.

(3) Earth stations on land communicating via the INMARSAT space segment shall be located on land territory under the jurisdiction of a Party and shall be wholly owned by Parties or entities subject to their jurisdiction. The Council may authorize otherwise if it finds this to be in the interests of the Organization.

Article 8

Other Space Segments

(1) A Party shall notify the Organization in the event that it or any person within its jurisdiction intends to make provision for, or initiate the use of, individually or jointly, separate space segment facilities to meet any or all of the purposes of the INMARSAT space segment, to ensure technical compatibility and to avoid significant economic harm to the INMARSAT system.

(2) The Council shall express its views in the form of a recommendation of a non-binding nature with respect to technical compatibility and shall provide its views to the Assembly with respect to economic harm.

(3) The Assembly shall express its views in the form of recommendations of a non-binding nature within a period of nine months from the date of commencing the procedures provided for in this Article. An extraordinary meeting of the Assembly may be convened for this purpose.

(4) The notification pursuant to paragraph (1), including the provision of pertinent technical information, and subsequent consultations with the Organization, shall take into account the relevant provisions of the Radio Regulations of the International Telecommunication Union.

(5) This Article shall not apply to the establishment, acquisition, utilization or continuation of separate space segment facilities for national security purposes, or which were contracted for, established, acquired or utilized prior to the entry into force of this Convention.

Article 9

Structure

The organs of the Organization shall be:

(a) The Assembly.

(b) The Council.

(c) The Directorate headed by a Director General.

Article 10

Assembly — Composition and Meetings

(1) The Assembly shall be composed of all the Parties.

(2) Regular sessions of the Assembly shall be held once every two years. Extraordinary sessions shall be convened upon the request of one-third of the Parties or upon the request of the Council.

Article 11

Assembly – Procedure

(1) Each Party shall have one vote in the Assembly.

(2) Decisions on matters of substance shall be taken by a two-thirds majority, and on procedural matters by a simple majority, of the Parties present and voting. Parties which abstain from voting shall be considered as not voting.

(3) Decisions whether a question is procedural or substantive shall be taken by the Chairman. Such decisions may be overruled by a two-thirds majority of the Parties present and voting.

(4) A quorum for any meeting of the Assembly shall consist of a majority of the Parties.

Article 12

Assembly – Functions

(1) The functions of the Assembly shall be to:

(a) Consider and review the activities, purposes, general policy and long-term objectives of the Organization and express views and make recommendations thereon to the Council.

(b) Ensure that the activities of the Organization are consistent with this Convention and with the purposes and principles of the United Nations Charter, as well as with any other treaty by which the Organization becomes bound in accordance with its decision.

(c) Authorize, on the recommendation of the Council, the establishment of additional space segment facilities the special or primary purpose of which is to provide radiodetermination, distress or safety services. However, the space segment facilities established to provide maritime public correspondence services can be used for telecommunications for distress, safety and radiodetermination purposes without such authorization.

(d) Decide on other recommendations of the Council and express views on reports of the Council.

(e) Elect four representatives on the Council in accordance with Article 13(1)(b).

(f) Decide upon questions concerning formal relationships between the Organization and States, whether Parties or not, and international organizations.

(g) Decide upon any amendment to this Convention pursuant to Article 34 or to the Operating Agreement pursuant to Article XVIII thereof.

(h) Consider and decide whether membership be terminated in accordance with Article 30.

(i) Exercise any other functions conferred upon it in any other Article of this Convention or the Operating Agreement.

(2) In performing its functions the Assembly shall take into account any relevant recommendations of the Council.

Article 13

Council – Composition

(1) The Council shall consist of twenty-two representatives of Signatories as follows:

(a) Eighteen representatives of those Signatories, or groups of Signatories not otherwise represented, which have agreed to be represented as a group, which have the largest investment shares in the Organization. If a group of Signatories and a single Signatory have equal investment shares, the latter shall have the prior right. If by reason of two or more Signatories having equal investment shares the number of representatives on the Council would exceed twenty-two, all shall nevertheless, exceptionally, be represented.

(b) Four representatives of Signatories not otherwise represented on the Council, elected by the Assembly, irrespective of their investment shares, in order to ensure that the principle of just geographical representation is taken into account, with due regard to the interests of the developing countries. Any Signatory elected to represent a geographical area shall represent each Signatory in that geographical area which has agreed to be so represented and which is not otherwise represented on the Council. An election shall be effective as from the first meeting of the Council following that election, and shall remain effective until the next ordinary meeting of the Assembly.

(2) Deficiency in the number of representatives on the Council pending the filling of a vacancy shall not invalidate the composition of the Council.

Article 14

Council – Procedure

(1) The Council shall meet as often as may be necessary for the efficient discharge of its functions, but not less than three times a year.

(2) The Council shall endeavour to take decisions unanimously. If unanimous agreement cannot be reached, decisions shall be taken as follows: Decisions on substantive matters shall be taken by a majority of the representatives on the Council representing at least two-thirds of the total voting participation of all Signatories and groups of Signatories represented on the Council. Decisions on procedural matters shall be taken by a simple majority of the representatives present and voting, each having one vote. Disputes whether a specific matter is procedural or substantive shall be decided by the Chairman of the Council. The decision of the Chairman may be overruled by a two-thirds majority of the representatives present and voting, each having one vote. The Council may adopt a different voting procedure for the election of its officers.

(3) (a) Each representative shall have a voting participation equivalent to the investment share or shares he represents. However, no representative may cast on behalf of one Signatory more than 25 per cent of the total voting participation in the Organization except as provided in sub-paragraph (b)(iv).

(b) Notwithstanding Article V(9), (10) and (12) of the Operating Agreement:

(i) If a Signatory represented on the Council is entitled, based on its investment share, to a voting participation in excess of 25 per cent of the total voting participation in the Organization, it may offer to other Signatories any or all of its investment share in excess of 25 per cent.

(ii) Other Signatories may notify the Organization that they are prepared to accept any or all of such excess investment share. If the total of the amounts notified to the Organization does not exceed the amount available for distribution, the latter amount shall be distributed by the Council to the notifying Signatories in accordance with the amounts notified. If the total of the amounts notified does exceed the amount available for distribution, the latter amount shall be distributed by the Council as may be agreed among the notifying Signatories, or, failing agreement, in proportion to the amounts notified.

(iii) Any such distribution shall be made by the Council at the time of determinations of investment shares pursuant to Article V of the Operating Agreement. Any distribution shall not increase the investment share of any Signatory above 25 per cent.

(iv) To the extent that the investment share of the Signatory in excess of 25 per cent offered for distribution is not distributed in accordance with the procedure set forth in this paragraph, the voting participation of the representative of the Signatory may exceed 25 per cent.

(c) To the extent that a Signatory decides not to offer its excess investment share to other Signatories, the corresponding voting participation of that Signatory in excess of 25 per cent shall be distributed equally to all other representatives on the Council.

(4) A quorum for any meeting of the Council shall consist of a majority of the representatives on the Council, representing at least two-thirds of the total voting participation of all Signatories and groups of Signatories represented on the Council.

Article 15

Council – Functions

The Council shall have the responsibility, having due regard for the views and recommendations of the Assembly, to make provision for the space segment necessary for carrying out the purposes of the Organization in the most economic, effective and efficient manner consistent with this Convention and the Operating Agreement. To discharge this responsibility, the Council shall have the power to perform all appropriate functions, including:

(a) Determination of maritime satellite telecommunications requirements and adoption of policies, plans, programmes, procedures and measures for the design, development, construction, establishment, acquisition by purchase or lease, operation, maintenance and utilization of the INMARSAT space segment, including the procurement of any necessary launch services to meet such requirements.

(b) Adoption and implementation of management arrangements which shall require the Director General to contract for technical and operational functions whenever this is more advantageous to the Organization.

(c) Adoption of criteria and procedures for approval of earth stations on land, on ships and on structures in the marine environment for access to the INMARSAT space segment and for verification and monitoring of performance of earth stations having access to and utilization of the INMARSAT space segment. For earth stations on ships, the criteria should be in sufficient detail for use by national licensing authorities, at their discretion, for type-approval purposes.

(d) Submission of recommendations to the Assembly in accordance with Article 12(1)(c).

(e) Submission to the Assembly of periodic reports on the activities of the Organization, including financial matters.

(f) Adoption of procurement procedures, regulations and contract terms and approval of procurement contracts consistent with this Convention and the Operating Agreement.

(g) Adoption of financial policies, approval of the financial regulations, annual budget and annual financial statements, periodic determination of charges for use of the INMARSAT space segment, and decisions with respect to all other financial matters, including investment shares and capital ceiling consistent with this Convention and the Operating Agreement.

(h) Determination of arrangements for consultation on a continuing basis with bodies recognized by the Council as representing shipowners, maritime personnel and other users of maritime telecommunications.

(i) Designation of an arbitrator where the Organization is a party to an arbitration.

(j) Exercise of any other functions conferred upon it in any other Article of this Convention or the Operating Agreement or any other function appropriate for the achievement of the purposes of the Organization.

Article 16

Directorate

(1) The Director General shall be appointed, from among candidates proposed by Parties or Signatories through Parties, by the Council, subject to confirmation by the Parties. The Depositary shall immediately notify the Parties of the appointment. The appointment is confirmed unless within sixty days of the notification more than one-third of the Parties have informed the Depositary in writing of their objection to the appointment. The Director General may assume his functions after appointment and pending confirmation.

(2) The term of office of the Director General shall be six years. However, the Council may remove the Director General earlier on its own authority. The Council shall report the reasons for the removal to the Assembly.

(3) The Director General shall be the chief executive and legal representative of the Organization and shall be responsible to and under the direction of the Council.

(4) The structure, staff levels and standard terms of employment of officials and employees and of consultants and other advisers to the Directorate shall be approved by the Council.

(5) The Director General shall appoint the members of the Directorate. The appointment of senior officials reporting directly to the Director General shall be approved by the Council.

(6) The paramount consideration in the appointment of the Director General and other personnel of the Directorate shall be the necessity of ensuring the highest standards of integrity, competency and efficiency.

Article 17

Representation at Meetings

All Parties and Signatories which, under this Convention or the Operating Agreement, are entitled to attend and/or participate at meetings of the Organization shall be allowed to attend and/or participate at such meetings as well as any other meeting held under the auspices of the Organization, regardless of where the meeting may take place. The arrangements made with any host country shall be consistent with these obligations.

Article 18

Costs of Meetings

(1) Each Party and Signatory shall meet its own costs of representation at meetings of the Organization.

(2) Expenses of meetings of the Organization shall be regarded as an administrative cost of the Organization. However, no meeting of the Organization shall be held outside its headquarters, unless the prospective host agrees to defray the additional expenditure involved.

Article 19

Establishment of Utilization Charges

(1) The Council shall specify the units of measurement for the various types of utilization of the INMARSAT space segment and shall establish charges for such utilization. These charges shall have the objective of earning sufficient revenues for the Organization to cover its operating, maintenance, and administrative costs, the provision of such operating funds as the Council may determine to be necessary, the amortization of investment made by Signatories, and compensation for use of capital in accordance with the Operating Agreement.

(2) The rates of utilization charge for each type of utilization shall be the same for all Signatories for that type of utilization.

(3) For entities, other than Signatories, which are authorized in accordance with Article 7 to utilize the INMARSAT space segment, the Council may establish rates of utilization charge different from those established for Signatories. The rates for each type of utilization shall be the same for all such entities for that type of utilization.

Article 20

Procurement

(1) The procurement policy of the Council shall be such as to encourage, in the interests of the Organization, world-wide competition in the supply of goods and services. To this end:

- (a) Procurement of goods and services required by the Organization, whether by purchase or lease, shall be effected by the award of contracts, based on responses to open international invitations to tender.
- (b) Contracts shall be awarded to bidders offering the best combination of quality, price and the most favourable delivery time.
- (c) If there are bids offering comparable combinations of quality, price and the most favourable delivery time, the Council shall award the contract so as to give effect to the procurement policy set out above.

(2) In the following cases the requirement of open international tender may be dispensed with under procedures adopted by the Council, provided that in so doing the Council shall encourage in the interests of the Organization world-wide competition in the supply of goods and services:

(a) The estimated value of the contract does not exceed 50,000 US dollars and the award of the contract would not by reason of the application of the dispensation place a contractor in such a position as to prejudice at some later date the effective exercise by the Council of the procurement policy set out above. To the extent justified by changes in world prices, as reflected by relevant price indices, the Council may revise the financial limit.

(b) Procurement is required urgently to meet an emergency situation.

(c) There is only one source of supply to a specification which is necessary to meet the requirements of the Organization or the sources of supply are so severely restricted in number that it would be neither feasible nor in the best interest of the Organization to incur the expenditure and time involved in open international tender, provided that where there is more than one source they will have an opportunity to bid on an equal basis.

(d) The requirement is of an administrative nature for which it would be neither practicable nor feasible to undertake open international tender.

(e) The procurement is for personal services.

Article 21

Inventions and Technical Information

(1) The Organization, in connexion with any work performed by it or on its behalf at its expense, shall acquire in inventions and technical information those rights, but no more than those rights, which are necessary in the common interests of the Organization and of the Signatories in their capacity as such. In the case of work done under contract, any such rights obtained shall be on a non-exclusive basis.

(2) For the purpose of paragraph (1) the Organization, taking into account its principles and objectives and generally accepted industrial practices, shall, in connexion with such work involving a significant element of study, research or development ensure for itself:

(a) The right to have disclosed to it without payment all inventions and technical information generated by such work.

(b) The right to disclose and to have disclosed to Parties and Signatories and others within the jurisdiction of any Party such inventions and technical information, and to use and to authorize and to have authorized Parties and Signatories and such others to use such inventions and technical information without payment in connexion with the INMARSAT space segment and any earth station on land or ship station operating in conjunction therewith.

(3) In the case of work done under contract, ownership of the rights in inventions and technical information generated under the contract shall be retained by the contractor.

(4) The Organization shall also ensure for itself the right, on fair and reasonable terms and conditions, to use and to have used inventions and technical information directly utilized in the execution of work performed on its behalf but not included in paragraph (2), to the extent that such use is necessary for the reconstruction or modification of any product actually delivered under a contract financed by the Organization, and to the extent that the person who has performed such work is entitled to grant such right.

(5) The Council may in individual cases approve a deviation from the policies prescribed in paragraphs (2)(b) and (4), where in the course of negotiation it is demonstrated to the Council that failure to deviate would be detrimental to the interests of the Organization.

(6) The Council may also, in individual cases where exceptional circumstances warrant, approve a deviation from the policy prescribed in paragraph (3) where all the following conditions are met:

(a) It is demonstrated to the Council that failure to deviate would be detrimental to the interests of the Organization.

(b) The Council determines that the Organization should be able to ensure patent protection in any country.

(c) Where, and to the extent that, the contractor is unable or unwilling to ensure such patent protection within the time required.

(7) With respect to inventions and technical information in which rights are acquired by the Organization otherwise than pursuant to paragraph (2), the Organization, to the extent that it has the right to do so, shall upon request:

(a) Disclose or have disclosed such inventions and technical information to any Party or Signatory subject to reimbursement of any payment made by or required of the Organization in respect of the exercise of this right of disclosure.

(b) Make available to any Party or Signatory the right to disclose or have disclosed to others within the jurisdiction of any Party and to use and to authorize and to have authorized such others to use such inventions and technical information:

  (i) Without payment in connexion with the INMARSAT space segment or any earth station on land or ship operating in conjunction therewith.

  (ii) For any other purpose, on fair and reasonable terms and conditions to be settled between Signatories or others within the jurisdiction of any Party and the Organization or the owner of the inventions and technical information or any other authorized entity or person having a property interest therein, and subject to reimbursement of any payment made by or required of the Organization in respect of the exercise of these rights.

(8) The disclosure and use, and the terms and conditions of disclosure and use, of all inventions and technical information in which the Organization has acquired any rights shall be on a non-discriminatory basis with respect to all Signatories and others within the jurisdiction of Parties.

(9) Nothing in this Article shall preclude the Organization, if desirable, from entering into contracts with persons subject to domestic laws and regulations relating to the disclosure of technical information.

Article 22

Liability

Parties are not, in their capacity as such, liable for the acts and obligations of the Organization, except in relation to non-Parties or natural or juridical persons they might represent in so far as such liability may follow from treaties in force between the Party and the non-Party concerned. However, the foregoing does not preclude a Party which has been required to pay compensation under such a treaty to a non-Party or to a natural or juridical person it might represent from invoking any rights it may have under that treaty against any other Party.

Article 23

Excluded Costs

Taxes on income derived from the Organization by any of the Signatories shall not form part of the costs of the Organization.

Article 24

Audit

The accounts of the Organization shall be audited annually by an independent Auditor appointed by the Council. Any Party or Signatory shall have the right to inspect the accounts of the Organization.

Article 25

Legal Personality

The Organization shall have legal personality and shall be responsible for its acts and obligations. For the purpose of its proper functioning, it shall, in particular, have the capacity to contract, to acquire, lease, hold and dispose of movable and immovable property, to be a party to legal proceedings and to conclude agreements with States or international organizations.

Article 26

Privileges and Immunities

(1) Within the scope of activities authorized by this Convention, the Organization and its property shall be exempt in all States Parties to this Convention from all national income and direct national property taxation and from customs duties on communication satellites and components and parts for such satellites to be launched for use in the INMARSAT space segment. Each Party undertakes to use its best endeavours to bring about, in accordance with the applicable domestic procedure, such further exemption from income and direct property taxation and customs duties as is desirable, bearing in mind the particular nature of the Organization.

(2) All Signatories acting in their capacity as such, except the Signatory designated by the Party in whose territory the headquarters is located, shall be exempt from national taxation on income earned from the Organization in the territory of that Party.

(3) (a) As soon as possible after the entry into force of this Convention, the Organization shall conclude, with any Party in whose territory the Organization establishes its headquarters, other offices or installations, an agreement to be negotiated by the Council and approved by the Assembly, relating to the privileges and immunities of the Organization, its Director General, its staff, of experts performing missions for the Organization and of representatives of Parties and Signatories whilst in the territory of the host Government for the purpose of exercising their functions.

(b) The agreement shall be independent of this Convention and shall terminate by agreement between the host Government and the Organization or if the headquarters of the Organization are moved from the territory of the host Government.

(4) All Parties other than a Party which has concluded an agreement referred to in paragraph (3) shall as soon as possible after the entry into force of this Convention conclude a Protocol on the privileges and immunities of the Organization, its Director General, its staff, of experts performing missions for the Organization and of representatives of Parties and Signatories whilst in the territory of Parties for the purposes of exercising their functions. The Protocol shall be independent of this Convention and shall prescribe the conditions for its termination.

Article 27

Relationship with other International Organizations

The Organization shall co-operate with the United Nations and its bodies dealing with the Peaceful Uses of Outer Space and Ocean Area, its Specialized Agencies, as well as other international organizations, on matters of common interest. In particular the Organization shall take into account the relevant Resolutions and Recommendations of the Inter-Governmental Maritime Consultative Organization. The Organization shall observe the relevant provisions of the International Telecommunication Convention and regulations made thereunder, and shall in the design, development, construction and establishment of the INMARSAT space segment and in the procedures established for regulating the operation of the INMARSAT space segment and of earth stations give due consideration to the relevant Resolutions, Recommendations and procedures of the organs of the International Telecommunication Union.

Article 28

Notification to the International Telecommunication Union

Upon request from the Organization, the Party in whose territory the Headquarters of the Organization is located shall co-ordinate the frequencies to be used for the space segment and shall, on behalf of each Party that consents, notify the International Telecommunication Union of the frequencies to be so used and other information, as provided for in the Radio Regulations annexed to the International Telecommunication Convention.

Article 29

Withdrawal

(1) Any Party or Signatory may by written notification to the Depositary withdraw voluntarily from the Organization at any time. Once a decision has been made under applicable domestic law that a Signatory may withdraw, notice of the withdrawal shall be given in writing to the Depositary by the Party which has designated the Signatory, and the notification shall signify the acceptance by the Party of the withdrawal. Withdrawal of a Party, in its capacity as such, shall entail the simultaneous withdrawal of any Signatory designated by the Party or of the Party in its capacity as Signatory, as the case may be.

(2) Upon receipt by the Depositary of a notice to withdraw, the Party giving notice and any Signatory which it has designated, or the Signatory in respect of which notice has been given, as the case may be, shall cease to have any rights of representation and any voting rights in any organ of the Organization and shall incur no obligation after the date of such receipt. However, a withdrawing Signatory shall remain responsible, unless otherwise decided by the Council pursuant to Article XIII of the Operating Agreement, for contributing its share of the capital contributions necessary to meet contractual commitments specifically authorized by the Organization before the receipt and liabilities arising from acts or omissions before the receipt. Except with respect to such capital contributions and except with respect to Article 31 of this Convention and Article XVI of the Operating Agreement, withdrawal shall become effective and this Convention and/or the Operating Agreement shall cease to be in force for the Party and/or Signatory three months after the date of receipt by the Depositary of the written notification referred to in paragraph (1).

(3) If a Signatory withdraws, the Party which designated it shall, before the effective date of withdrawal and with effect from that date, designate a new Signatory, assume the capacity of a Signatory in accordance with paragraph (4), or withdraw. If the Party has not acted by the effective date, it shall be considered to have withdrawn as from that date. Any new Signatory shall be responsible for all the outstanding capital contributions of the previous Signatory and for the proportionate share of any capital contributions necessary to meet contractual commitments specifically authorized by the Organization, and liabilities arising from acts or omissions, after the date of receipt of the notice.

(4) If for any reason a Party desires to substitute itself for its designated Signatory or to designate a new Signatory, it shall give written notice to the Depositary. Upon assumption by the new Signatory of all the outstanding obligations, as specified in the last sentence of paragraph (3), of the previously designated Signatory and upon signature of the Operating Agreement, that Agreement shall enter into force for the new Signatory and shall cease to be in force for the previous Signatory.

Article 30

Suspension and Termination

(1) Not less than one year after the Directorate has received written notice that a Party appears to have failed to comply with any obligation under this Convention, the Assembly, after considering any representations made by the Party, may decide, if it finds that the failure to comply has in fact occurred and that such failure impairs the effective operation of the Organization, that the membership of the Party is terminated. This Convention shall cease to be in force for the Party as from the date of the decision or at such later date as the

Assembly may determine. An extraordinary session of the Assembly may be convened for this purpose. The termination shall entail the simultaneous withdrawal of any Signatory designated by the Party or of the Party in its capacity as Signatory, as the case may be. The Operating Agreement shall cease to be in force for the Signatory on the date on which this Convention ceases to be in force for the Party concerned, except with respect to capital contributions necessary to meet contractual commitments specifically authorized by the Organization before the termination and liabilities arising from acts or omissions before the termination, and except with respect to Article 31 of this Convention and Article XVI of the Operating Agreement.

(2) If any Signatory, in its capacity as such, fails to comply with any obligation under this Convention or the Operating Agreement, other than obligations under Article III(1) of the Operating Agreement and the failure has not been remedied within three months after the Signatory has been notified in writing of a resolution of the Council taking note of the failure to comply, the Council, after considering any representations made by the Signatory and, if applicable, the Party concerned may suspend the rights of the Signatory. If, after an additional three months and after consideration of any representations made by the Signatory and, if applicable, the Party, the Council finds that the failure to comply has not been remedied, the Assembly may decide on the recommendation of the Council that the membership of the Signatory is terminated. Upon the date of such decision, the termination shall become effective and the Operating Agreement shall cease to be in force for that Signatory.

(3) If any Signatory fails to pay any amount due from it pursuant to Article III(1) of the Operating Agreement within four months after the payment has become due, the rights of the Signatory under this Convention and the Operating Agreement shall be automatically suspended. If within three months after the suspension the Signatory has not paid all sums due or the Party which has designated it has not made a substitution pursuant to Article 29(4), the Council, after considering any representations made by the Signatory or by the Party which has designated it, may decide that the membership of the Signatory is terminated. From the date of such decision, the Operating Agreement shall cease to be in force for the Signatory.

(4) During the period of suspension of the rights of a Signatory pursuant to paragraphs (2) or (3), the Signatory shall continue to have all the obligations of a Signatory under this Convention and the Operating Agreement.

(5) A Signatory shall incur no obligation after termination, except that it shall be responsible for contributing its share of the capital contributions necessary to meet contractual commitments specifically authorized before the termination and liabilities arising from acts or omissions before the termination, and except with respect to Article 31 of this Convention and Article XVI of the Operating Agreement.

(6) If the membership of a Signatory is terminated, the Party which designated it shall, within three months from the date of the termination and with effect from that date, designate a new Signatory, assume the capacity of a Signatory in accordance with Article 29(4), or withdraw. If the Party has not acted by the end of that period, it shall be considered to have withdrawn as from the date of termination, and this Convention shall cease to be in force for the Party as from that date.

(7) Whenever this Convention has ceased to be in force for a Party, settlement between the Organization and any Signatory designated by that Party or that Party in its capacity as Signatory, shall be accomplished as provided in Article XIII of the Operating Agreement.

Article 31

Settlement of Disputes

(1) Disputes arising between Parties, or between Parties and the Organization, relating to rights and obligations under this Convention should be settled by negotiation between the parties concerned. If within one year of the time any party has requested settlement, a settlement has not been reached and if the parties to the dispute have not agreed to submit it to the International Court of Justice or to some other procedure for settling disputes, the dispute may, if the parties to the dispute consent, be submitted to arbitration in accordance with the Annex to this Convention. Any decision of an arbitral tribunal in a dispute between Parties, or between Parties and the Organization, shall not prevent or affect a decision of the Assembly pursuant to Article 30(1), that the Convention shall cease to be in force for a Party.

(2) Unless otherwise mutually agreed, disputes arising between the Organization and one or more Parties under agreements concluded between them, if not settled by negotiation within one year of the time any party has requested settlement, shall, at the request of any party to the dispute, be submitted to arbitration in accordance with the Annex to this Convention.

(3) Disputes arising between one or more Parties and one or more Signatories in their capacity as such, relating to rights and obligations under this Convention or the Operating Agreement may be submitted to arbitration in accordance with the Annex to this Convention if the Party or Parties and the Signatory or Signatories involved agree to such arbitration.

(4) This Article shall continue to apply to a Party or Signatory which ceases to be a Party or Signatory, in respect of disputes relating to rights and obligations arising from its having been a Party or Signatory.

Article 32

Signature and Ratification

(1) This Convention shall remain open for signature in London until entry into force and shall thereafter remain open for accession. All States may become Parties to the Convention by:

- (a) Signature not subject to ratification, acceptance or approval, or
- (b) Signature subject to ratification, acceptance or approval, followed by ratification, acceptance or approval, or
- (c) Accession.

(2) Ratification, acceptance, approval or accession shall be effected by the deposit of the appropriate instrument with the Depositary.

(3) On becoming a Party to this Convention, or at any time thereafter, a State may declare, by written notification to the Depositary, to which Registers of ships operating under its authority, and to which land earth stations under its jurisdiction, the Convention shall apply.

(4) No State shall become a Party to this Convention until it has signed, or the entity it has designated, has signed the Operating Agreement.

(5) Reservations cannot be made to this Convention or the Operating Agreement.

Article 33

Entry into Force

(1) This Convention shall enter into force sixty days after the date on which States representing 95 per cent of the initial investment shares have become Parties to the Convention.

(2) Notwithstanding paragraph (1), if the Convention has not entered into force within thirty-six months after the date it was opened for signature, it shall not enter into force.

(3) For a State which deposits an instrument of ratification, acceptance, approval or accession after the date on which the Convention has entered into force, the ratification, acceptance, approval or accession shall take effect on the date of deposit.

Article 34

Amendments

(1) Amendments to this Convention may be proposed by any Party. Proposed amendments shall be submitted to the Directorate, which shall inform the other Parties and Signatories. Three months' notice is required before consideration of an amendment by the Council, which shall submit its views to the Assembly within a period of six months from the date of circulation of the amendment. The Assembly shall consider the amendment not earlier than six months thereafter, taking into account any views expressed by the Council. This period may, in any particular case, be reduced by the Assembly by a substantive decision.

(2) If adopted by the Assembly, the amendment shall enter into force one hundred and twenty days after the Depositary has received notices of acceptance from two-thirds of those States which at the time of adoption by the Assembly were Parties and represented at least two-thirds of the total investment shares. Upon entry into force, the amendment shall become binding upon all Parties and Signatories, including those which have not accepted it.

Article 35

Depositary

(1) The Depositary of this Convention shall be the Secretary-General of the Inter-Governmental Maritime Consultative Organization.

(2) The Depositary shall promptly inform all signatory and acceding States and all Signatories of:

- (a) Any signature of the Convention.
- (b) The deposit of any instrument of ratification, acceptance, approval or accession.
- (c) The entry into force of the Convention.
- (d) The adoption of any amendment to the Convention and its entry into force.
- (e) Any notification of withdrawal.
- (f) Any suspension or termination.
- (g) Other notifications and communications relating to the Convention.

(3) Upon entry into force of the Convention the Depositary shall transmit a certified copy to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Convention.

DONE AT LONDON this third day of September one thousand nine hundred and seventy-six in the English, French, Russian and Spanish languages, all the texts being equally authentic, in a single original which shall be deposited with the Depositary, who shall send a certified copy to the Government of each of the States which were invited to attend the International Conference on the Establishment of an International Maritime Satellite System and to the Government of any other State which signs or accedes to this Convention.

ANNEX

PROCEDURES FOR THE SETTLEMENT OF DISPUTES REFERRED TO IN ARTICLE 31 OF THE CONVENTION AND ARTICLE XVI OF THE OPERATING AGREEMENT

Article 1

Disputes cognizable pursuant to Article 31 of the Convention or Article XVI of the Operating Agreement shall be dealt with by an arbitral tribunal of three members.

Article 2

Any petitioner or group of petitioners wishing to submit a dispute to arbitration shall provide each respondent and the Directorate with a document containing:

(a) A full description of the dispute, the reasons why each respondent is required to participate in the arbitration, and the measures being requested.

(b) The reasons why the subject matter of the dispute comes within the competence of a tribunal and why the measures requested can be granted if the tribunal finds in favour of the petitioner.

(c) An explanation why the petitioner has been unable to achieve a settlement of the dispute by negotiation or other means short of arbitration.

(d) Evidence of the agreement or consent of the disputants when this is a condition for arbitration.

(e) The name of the person designated by the petitioner to serve as a member of the tribunal.

The Directorate shall promptly distribute a copy of the document to each Party and Signatory.

Article 3

(1) Within sixty days from the date copies of the document described in Article 2 have been received by all the respondents, they shall collectively designate an individual to serve as a member of the tribunal. Within that period, the respondents may jointly or individually provide each disputant and the Directorate with a document stating their individual or collective responses to the document referred to in Article 2 and including any counter-claims arising out of the subject matter of the dispute.

(2) Within thirty days after the designation of the two members of the tribunal, they shall agree on a third arbitrator. He shall not be of the same nationality as, or resident in the territory of, any disputant, or in its service.

(3) If either side fails to nominate an arbitrator within the period specified or if the third arbitrator is not appointed within the period specified, the President of the International Court of Justice, or, if he is prevented from acting or is of the same nationality as a disputant, the Vice-President, or, if he is prevented from acting or is of the same nationality as a disputant, the senior judge who is not of the same nationality as any disputant, may at the request of either disputant, appoint an arbitrator or arbitrators as the case requires.

(4) The third arbitrator shall act as president of the tribunal.

(5) The tribunal is constituted as soon as the president is selected.

Article 4

(1) If a vacancy occurs in the tribunal for any reason which the president or the remaining members of the tribunal decide is beyond the control of the disputants, or is compatible with the proper conduct of the arbitration proceedings, the vacancy shall be filled in accordance with the following provisions:

(a) If the vacancy occurs as a result of the withdrawal of a member appointed by a side to the dispute, then that side shall select a replacement within ten days after the vacancy occurs.

(b) If the vacancy occurs as a result of the withdrawal of the president or of a member appointed pursuant to Article 3(3), a replacement shall be selected in the manner described in paragraph (2) or (3), respectively, of Article 3.

(2) If a vacancy occurs for any other reason, or if a vacancy occurring pursuant to paragraph (1) is not filled, the remainder of the tribunal shall have the power, notwithstanding Article 1, upon request of one side, to continue the proceedings and give the final decision of the tribunal.

Article 5

(1) The tribunal shall decide the date and place of its meetings.

(2) The proceedings shall be held in private and all material presented to the tribunal shall be confidential. However, the Organization and any Party which has designated a Signatory which is a disputant in the proceedings shall have the right to be present and shall have access to the material presented. When the Organization is a disputant in the proceedings, all Parties and all Signatories shall have the right to be present and shall have access to the material presented.

(3) In the event of a dispute over the competence of the tribunal, the tribunal shall deal with that question first.

(4) The proceedings shall be conducted in writing, and each side shall have the right to submit written evidence in support of its allegations of fact and law. However, oral arguments and testimony may be given if the tribunal considers it appropriate

(5) The proceedings shall commence with the presentation of the case of the petitioner containing its arguments, related facts supported by evidence and the principles of law relied upon. The case of the petitioner shall be followed by the counter-case of the respondent. The petitioner may submit a reply to the counter-case of the respondent and the respondent may submit a rejoinder. Additional pleadings shall be submitted only if the tribunal determines they are necessary.

(6) The tribunal shall hear and determine counter-claims arising directly out of the subject matter of the dispute, if the counter-claims are within its competence as defined in Article 31 of the Convention and Article XVI of the Operating Agreement.

(7) If the disputants reach an agreement during the proceedings, the agreement shall be recorded in the form of a decision of the tribunal given by consent of the disputants.

(8) At any time during the proceedings, the tribunal may terminate the proceedings if it decides the dispute is beyond its competence as defined in Article 31 of the Convention or Article XVI of the Operating Agreement.

(9) The deliberations of the tribunal shall be secret.

(10) The decisions of the tribunal shall be presented in writing and shall be supported by a written opinion. Its rulings and decisions must be supported by at least two members. A member dissenting from the decision may submit a separate written opinion.

(11) The tribunal shall forward its decision to the Directorate, which shall distribute it to all Parties and Signatories.

(12) The tribunal may adopt additional rules of procedure, consistent with those established by this Annex, which are appropriate for the proceedings.

Article 6

If one side fails to present its case, the other side may call upon the tribunal to give a decision on the basis of its presentation. Before giving its decision, the tribunal shall satisfy itself that it has competence and that the case is well-founded in fact and in law.

Article 7

(1) Any Party whose Signatory is a disputant shall have the right to intervene and become an additional disputant. Intervention shall be made by written notification to the tribunal and to the other disputants.

(2) Any other Party, any Signatory or the Organization may apply to the tribunal for permission to intervene and become an additional disputant. The tribunal shall grant permission if it determines that the applicant has a substantial interest in the case.

Article 8

The tribunal may appoint experts to assist it at the request of a disputant or on its own initiative.

Article 9

Each Party, each Signatory and the Organization shall provide all information which the tribunal, at the request of a disputant or on its own initiative, determines to be required for the handling and determination of the dispute.

Article 10

Pending the final decision, the tribunal may indicate any provisional measures which it considers ought to be taken to preserve the respective rights of the disputants.

Article 11

(1) The decision of the tribunal shall be in accordance with international law and be based on:

(a) The Convention and the Operating Agreement.

(b) Generally accepted principles of law.

(2) The decision of the tribunal, including any reached by agreement of the disputant pursuant to Article 5(7), shall be binding on all the disputants, and shall be carried out by them in good faith. If the Organization is a disputant, and the tribunal decides that a decision of any organ of the Organization is null and void as not being authorized by or in compliance with the Convention and the Operating Agreement, the decision of the tribunal shall be binding on all Parties and Signatories.

(3) If a dispute arises as to the meaning or scope of its decision, the tribunal shall construe it at the request of any disputant.

Article 12

Unless the tribunal determines otherwise because of the particular circumstances of the case, the expenses of the tribunal, including the remuneration of the members of the tribunal, shall be borne in equal shares by each side. Where a side consists of more than one disputant, the tribunal shall apportion the share of that side among the disputants on that side. Where the Organization is a disputant, its expenses associated with the arbitration shall be regarded as an administrative cost of the Organization.

SIGNATORIES TO THE INMARSAT AGREEMENT

- Algeria
- Argentina
- Australia
- Bahrain
- Belgium
- Brazil
- Bulgaria
- Byelorussian SSR [1]
- Canada
- Chile
- China, People's Republic of
- Colombia
- Czechoslovakia
- Denmark
- Egypt
- Finland
- France
- Gabon
- Germany, Federal Republic of
- Greece
- India
- Indonesia
- Iran
- Iraq
- Israel
- Italy
- Japan
- Korea, People's Republic of
- Korea, Republic of
- Kuwait
- Liberia
- Malaysia
- Netherlands
- New Zealand
- Norway
- Oman
- Pakistan
- Panama
- Peru
- Philippines
- Poland
- Portugal
- Qatar
- Saudi Arabia
- Singapore
- Spain
- Sri Lanka
- Sweden
- Tunisia
- Ukrainian SSR [1]
- USSR
- United Arab Emirates
- United Kingdom
- United States

Source: International Institute of Space Law, 1988 Report of the Standing Committee on the Status of International Agreements Relating to Activities in Outer Space. Czechoslovakia became the most recent member in December 1988.

[1] The Byelorussian and Ukrainian SSR are Member states independent of the U.S.S.R.

OPERATING AGREEMENT ON THE INTERNATIONAL MARITIME SATELLITE ORGANIZATION (INMARSAT)

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OPERATING AGREEMENT ON THE INTERNATIONAL MARITIME SATELLITE ORGANIZATION (INMARSAT)

THE SIGNATORIES TO THIS OPERATING AGREEMENT:

CONSIDERING that the States Parties to the Convention on the International Maritime Satellite Organization (INMARSAT) have undertaken therein to sign, or to designate a competent entity to sign, this Operating Agreement,

AGREE AS FOLLOWS:

Article I

Definitions

(1) For the purposes of this Agreement:

(a) "Convention" means the Convention on the International Maritime Satellite Organization (INMARSAT) including its Annex.

(b) "Organization" means the International Maritime Satellite Organization (INMARSAT) established by the Convention.

(c) "Amortization" includes depreciation; it does not include compensation for use of capital.

(2) The definitions in Article 1 of the Convention shall apply to this Agreement.

Article II

Rights and Obligations of Signatories

(1) Each Signatory acquires the rights provided for Signatories in the Convention and this Agreement and undertakes to fulfil the obligations placed upon it by these two instruments.

(2) Each Signatory shall act consistently with all provisions of the Convention and this Agreement.

Article III

Capital Contributions

(1) In proportion to its investment share, each Signatory shall make contributions to the capital requirements of the Organization and shall receive capital repayment and compensation for use of capital, as determined by the Council in accordance with the Convention and this Agreement.

(2) Capital requirements shall include:

(a) All direct and indirect costs of the design, development, acquisition, construction and establishment of the INMARSAT space segment, of the acquisition of contractual rights by means of lease, and of other property of the Organization.

(b) Funds required for operating, maintenance and administrative costs of the Organization pending availability of revenues to meet such costs, and pursuant to Article VIII(3).

(c) Payments by Signatories pursuant to Article XI.

(3) Interest at a rate to be determined by the Council shall be added to any amount unpaid after the scheduled date for payment determined by the Council.

(4) If, during the period up to the first determination of investment shares on the basis of utilization pursuant to Article V, the total amount of capital contributions which Signatories are required to pay in any financial year exceeds 50 per cent of the capital ceiling established by or pursuant to Article IV, the Council shall consider the adoption of other arrangements, including temporary debt financing, to permit those Signatories which so desire to pay the additional contributions in subsequent years by instalments. The Council shall determine the rate of interest to apply in such cases, reflecting the additional costs to the Organization.

Article IV

Capital Ceiling

The sum of the net capital contributions of Signatories and of the outstanding contractual capital commitments of the Organization shall be subject to a ceiling. This sum shall consist of the cumulative capital contributions made by Signatories pursuant to Article III, less the cumulative capital repaid to them pursuant to this Agreement, plus the outstanding amount of contractual capital commitments of the Organization. The initial capital ceiling shall be 200 million US dollars. The Council shall have authority to adjust the capital ceiling.

Article V

Investment Shares

(1) Investment shares of Signatories shall be determined on the basis of utilization of the INMARSAT space segment. Each Signatory shall have an investment share equal to its percentage of all utilization of the INMARSAT space segment by all Signatories. Utilization of the INMARSAT space segment shall be measured in terms of the charges levied by the Organization for use of the INMARSAT space segment pursuant to Article 19 of the Convention and Article VIII of this Agreement.

(2) For the purpose of determining investment shares, utilization in both directions shall be divided into two equal parts, a ship part and a land part. The part associated with the ship where the traffic originates or terminates shall be attributed to the Signatory of the Party under whose authority the ship is operating. The part associated with the land territory where the traffic originates or terminates shall be attributed to the Signatory of the

Party in whose territory the traffic originates or terminates. However, where, for any Signatory, the ratio of the ship part to the land part exceeds 20 : 1, that Signatory shall, upon application to the Council, be attributed a utilization equivalent to twice the land part or an investment share of 0.1 per cent, whichever is higher. Structures operating in the marine environment, for which access to the INMARSAT space segment has been permitted by the Council, shall be considered as ships for the purpose of this paragraph.

(3) Prior to determination of investment shares on the basis of utilization pursuant to paragraphs (1), (2) and (4), the investment share of each Signatory shall be established in accordance with the Annex to this Agreement.

(4) The first determination of investment shares based on utilization pursuant to paragraphs (1) and (2) shall be made not less than two nor more than three years from the commencement of operational use of the INMARSAT space segment in the Atlantic, Pacific and Indian Ocean areas, the specific date of determination to be decided by the Council. For the purposes of this first determination, utilization shall be measured over the one year period prior to such determination.

(5) Subsequent to the first determination on the basis of utilization, investment shares shall be redetermined to be effective:

(a) Upon one-year intervals after the first determination of investment shares on the basis of utilization, based on the utilization of all Signatories during the previous year.

(b) Upon the date of entry into force of this Agreement for a new Signatory.

(c) Upon the effective date of withdrawal or termination of membership of a Signatory.

(6) The investment share of a Signatory which becomes a Signatory after the first determination of investment shares on the basis of utilization, shall be determined by the Council.

(7) To the extent that an investment share is determined pursuant to paragraph (5)(b) or (c) or paragraph (8), the investment shares of all other Signatories shall be adjusted in the proportion that their respective investment shares, held prior to this adjustment, bear to each other. On the withdrawal or termination of membership of a Signatory, investment shares of 0.05 per cent determined in accordance with paragraph (8) shall not be increased.

(8) Notwithstanding any provisions of this Article, no Signatory shall have an investment share of less than 0.05 per cent of the total investment shares.

(9) In any new determination of investment shares the share of any Signatory shall not be increased in one step by more than 50 per cent of its initial share, or decreased by more than 50 per cent of its current share.

(10) Any unallocated investment shares, after application of paragraphs (2) and (9) shall be made available and apportioned by the Council among Signatories wishing to increase their investment shares. Such additional allocation shall not increase any share by more than 50 per cent of a Signatory's current investment share.

(11) Any residual unallocated investment shares, after application of paragraph (10), shall be distributed among the Signatories in proportion to the investment shares which would otherwise have applied after any new determination, subject to paragraphs (8) and (9).

(12) Upon application from a Signatory, the Council may allocate to it an investment share reduced from its share determined pursuant to paragraphs (1) to (7) and (9) to (11), if the reduction is entirely taken up by the voluntary acceptance by other Signatories of increased investment shares. The Council shall adopt procedures for the equitable distribution of the released share or shares among Signatories wishing to increase their shares.

Article VI

Financial Adjustments between Signatories

(1) At each determination of investment shares after the initial determination upon entry into force of this Agreement, financial adjustments between Signatories shall be carried out through the Organization on the basis of a valuation effected pursuant to paragraph (2). The amounts of these financial adjustments shall be determined with respect to each Signatory by applying to the valuation the difference, if any, between the new investment share of each Signatory and its investment share prior to the determination.

(2) The valuation shall be effected as follows:

- (a) Deduct from the original acquisition cost of all property as recorded in the Organization's accounts as at the date of the adjustment, including all capitalized return and capitalized expenses, the sum of:
  - (i) The accumulated amortization as recorded in the Organization's accounts as at the date of adjustment.
  - (ii) Loans and other accounts payable by the Organization as at the date of adjustment.
- (b) Adjust the results obtained pursuant to sub-paragraph (a) by adding or deducting a further amount representing any deficiency or excess, respectively, in the payment by the Organization of compensation for use of capital from the entry into force of this Agreement to the effective date of valuation relative to the cumulative amount due pursuant to this Agreement at the rate or rates of compensation for use of capital in effect during the periods in which the relevant rates were applicable, as established by the Council pursuant to Article VIII. For the purpose of assessing the amount representing any deficiency or excess in payment, compensation due shall be calculated on a monthly basis and relate to the net amount of the elements described in sub-paragraph (a).

(3) Payments due from and to Signatories pursuant to this Article shall be effected by a date decided by the Council. Interest at a rate to be determined by the Council shall be added to any amount unpaid after that date.

Article VII

Payment of Utilization Charges

(1) Utilization charges established pursuant to Article 19 of the Convention shall be payable by Signatories or authorized telecommunications entities in accordance with arrangements adopted by the Council. These arrangements shall follow as closely as practicable recognized international telecommunications accounting procedures.

(2) Unless otherwise decided by the Council, Signatories and authorized telecommunications entities shall be responsible for the provision of information to the Organization to enable the Organization to determine all utilization of the INMARSAT space segment and to determine investment shares. The Council shall adopt procedures for submission of the information to the Organization.

(3) The Council shall institute any appropriate sanctions in cases where payments of utilization charges have been in default for four months or longer after the due date.

(4) Interest at a rate to be determined by the Council shall be added to any amount unpaid after the scheduled date for payment determined by the Council.

Article VIII

Revenues

(1) The revenues earned by the Organization shall normally be applied, to the extent that such revenues allow, in the following order of priority, unless the Council decides otherwise:

(a) To meet operating, maintenance and administrative costs.

(b) To provide such operating funds as the Council may determine to be necessary.

(c) To pay to Signatories, in proportion to their respective investment shares, sums representing a repayment of capital in the amount of the provisions for amortization established by the Council and recorded in the accounts of the Organization.

(d) To pay to a Signatory which has withdrawn from the Organization or whose membership has been terminated, such sums as may be due to it pursuant to Article XIII.

(e) To pay to Signatories, cumulatively in proportion to their respective investment shares, the available balance towards compensation for use of capital.

(2) In the determination of the rate of compensation for the use of capital of Signatories, the Council shall include an allowance for the risks associated with investment in INMARSAT and, taking into account such allowance, shall fix the rate as close as possible to the cost of money in the world markets.

(3) To the extent that the revenues earned by the Organization are insufficient to meet operating, maintenance and administrative costs of the Organization, the Council may decide to meet the deficiency by using operating funds of the Organization, by overdraft arrangements, by raising a loan, by requiring Signatories to make capital contributions in proportion to their respective current investment shares or by any combination of such measures.

Article IX

Settlement of Accounts

(1) Settlement of accounts between Signatories and the Organization in respect of financial transactions pursuant to Articles III, VI, VII and VIII shall be arranged in such a manner that funds transferred between Signatories and the Organization, as well as funds at the Organization's disposal in excess of the operating funds determined by the Council to be necessary, shall be kept at the lowest practicable level.

(2) All payments between the Signatories and the Organization pursuant to this Agreement shall be effected in any freely convertible currency acceptable to the creditor.

Article X

Debt Financing

(1) The Organization may, upon decision by the Council, enter into overdraft arrangements for the purpose of meeting financial deficiencies pending receipt of adequate revenues or capital contributions.

(2) In exceptional circumstances the Organization may raise loans upon decision by the Council for the purpose of financing any activity undertaken by the Organization in accordance with Article 3 of the Convention or for meeting any liability incurred by it. The outstanding amounts of such loans shall be considered as contractual capital commitments for the purpose of Article IV.

Article XI

Liability

(1) If the Organization is required by a binding decision rendered by a competent tribunal or as a result of a settlement agreed to or concurred in by the Council, to pay any claim, including any costs or expenses associated therewith, which arises out of any act or obligation of the Organization carried out or incurred in pursuance of the Convention or this Agreement, the Signatories shall, to the extent that the claim is not satisfied by indemnification, insurance or other financial arrangements, pay to the Organization the amount unsatisfied on the claim in proportion to their respective investment shares as at the date when the liability arose, notwithstanding any ceiling established by or pursuant to Article IV.

(2) If a Signatory, in its capacity as such, is required by a binding decision rendered by a competent tribunal or as a result of a settlement agreed to or concurred in by the Council, to pay any claim, including any costs or expenses associated therewith, which arises out of any act or obligation of the Organization carried out or incurred in pursuance of the Convention or this Agreement, the Organization shall reimburse the Signatory to the extent the Signatory has paid the claim.

(3) If such a claim is asserted against a Signatory, that Signatory, as a condition of payment by the Organization, shall without delay notify the Organization of the claim, and shall afford it the opportunity to advise on or to conduct the defence or other disposition of the claim and, to the extent permitted by the law of the jurisdiction in which the claim is brought, to become a party to the proceeding either with the Signatory or in substitution for it.

(4) If the Organization is required to reimburse a Signatory under this Article, the Signatories shall, to the extent that the reimbursement is not satisfied by indemnification, insurance or other financial arrangements, pay to the Organization the unsatisfied amount of the claimed reimbursement in proportion to their respective investment shares as at the date when the liability arose, notwithstanding any ceiling established by or pursuant to Article IV.

Article XII

Exoneration from Liability arising from the Provision of Telecommunications Services

Neither the Organization, nor any Signatory in its capacity as such, nor any officer or employee of any of them, nor any member of the board of directors of any Signatory, nor any representative to any organ of the Organization acting in the performance of their functions, shall be liable to any Signatory or to the Organization for loss or damage sustained by reason of any unavailability, delay or faultiness of telecommunications services provided or to be provided pursuant to the Convention or this Agreement.

Article XIII

Settlement upon Withdrawal or Termination

(1) Within three months after the effective date of withdrawal or termination of the membership of a Signatory pursuant to Articles 29 or 30 of the Convention, the Council shall notify the Signatory of the evaluation by the Council of its financial status in relation to the Organization as at the effective date of its withdrawal or termination and of the proposed terms of settlement pursuant to paragraph (3). The notification shall include a statement of:

(a) The amount payable by the Organization to the Signatory, calculated by multiplying its investment share, as at the effective date of withdrawal or termination, by the amount established from a valuation effected pursuant to Article VI as at that date.

(b) Any amount to be paid by the Signatory to the Organization representing its share of capital contributions for contractual commitments specifically authorized prior to the receipt of notice of decision to withdraw or, as the case may be, prior to the effective date of termination, together with the proposed schedule for payment.

(c) Any other amounts due from the Signatory to the Organization as at the effective date of withdrawal or termination.

(2) In its evaluation pursuant to paragraph (1), the Council may decide to relieve the Signatory in whole or in part of its responsibility for contributing its share of the capital contributions for contractual commitments specifically authorized and liabilities arising from acts or omissions prior to the receipt of notice of decision to withdraw or, as the case may be, the effective date of termination.

(3) Subject to payment by the Signatory of any amounts due from it under sub-paragraphs (1)(b) and (c), the Organization, taking into account Article VIII, shall repay to the Signatory the amounts referred to in sub-paragraphs (1)(a) and (b) over a period consistent with the period over which the remaining Signatories will be repaid their contributions, or sooner if the Council so decides. The Council shall determine the rate of interest to be paid to or by the Signatory in respect of any amounts which may, from time to time, be outstanding for settlement.

(4) Unless the Council decides otherwise, a settlement pursuant to this Article shall not relieve the Signatory of its obligation to contribute its share of the non-contractual liabilities arising from acts or omissions of the Organization prior to the date of receipt of notice of decision to withdraw or, as the case may be, prior to the effective date of termination.

(5) The Signatory shall not lose any rights acquired by it, in its capacity as such, which would otherwise continue after the effective date of withdrawal or termination, and for which it has not been compensated by the settlement pursuant to this Article.

Article XIV

Earth Station Approval

(1) In order to utilize the INMARSAT space segment, all earth stations shall require approval by the Organization in accordance with criteria and procedures established by the Council pursuant to Article 15(c) of the Convention.

(2) Any application for such approval shall be submitted to the Organization by the Signatory of the Party in whose territory the earth station on land is or will be located, or by the Party or the Signatory of the Party under whose authority the earth station on a ship or on a structure operating in the marine environment is licensed or, with respect to earth stations located in a territory or on a ship or on a structure operating in the marine environment not under the jurisdiction of a Party, by an authorized telecommunications entity.

(3) Each applicant referred to in paragraph (2) shall, with respect to earth stations for which it has submitted an application, be responsible to the Organization for compliance of such stations with the procedures and standards specified by the Organization, unless, in the case of a Signatory which has submitted an application, its designating Party assumes this responsibility.

Article XV

Utilization of the INMARSAT Space Segment

(1) Any application for utilization of the INMARSAT space segment shall be submitted to the Organization by a Signatory or, in the case of a territory not under the jurisdiction of a Party, by an authorized telecommunications entity.

(2) Utilization shall be authorized by the Organization in accordance with criteria and procedures established by the Council pursuant to Article 15(c) of the Convention.

(3) Each Signatory or authorized telecommunications entity for which utilization of the INMARSAT space segment has been authorized shall be responsible for compliance with all conditions established by the Organization with respect to such utilization unless, in the case of a Signatory which has submitted an application, its designating Party assumes the responsibility for authorizations made with respect to all or some of the earth stations not owned or operated by that Signatory.

Article XVI

Settlement of Disputes

(1) Disputes arising between Signatories, or between Signatories and the Organization, relating to rights and obligations under the Convention or this Agreement, should be settled by negotiation between the parties to the dispute. If within one year of the time any party to the dispute has requested settlement a settlement has not been reached, and if a particular procedure for settling disputes has not been agreed between the parties to the dispute, the dispute shall be submitted to arbitration in accordance with the Annex to the Convention at the request of any party to the dispute.

(2) Unless otherwise mutually agreed, disputes arising between the Organization and one or more Signatories under agreements concluded between them shall be submitted to arbitration in accordance with the Annex to the Convention at the request of one of the parties to the dispute within a period of one year from the time that settlement was requested by any party to the dispute.

(3) A Signatory which ceases to be a Signatory shall remain bound by this Article in respect of disputes relating to rights and obligations arising from its having been a Signatory of this Agreement.

Article XVII

Entry into Force

(1) This Agreement shall enter into force for a Signatory on the date on which the Convention enters into force for the respective Party in accordance with Article 33 of the Convention.

(2) This Agreement shall continue in force for as long as the Convention is in force.

Article XVIII

Amendments

(1) Amendments to this Agreement may be proposed by any Party or Signatory. Proposed amendments shall be submitted to the Directorate, which shall inform the other Parties and Signatories. Three months' notice is required before consideration of an amendment by the Council. During this period the Directorate shall solicit and circulate the views of all Signatories. The Council shall consider amendments within six months from circulation. The Assembly shall consider the amendment not earlier than six months after the approval by the Council. This period may in any particular case be reduced by the Assembly by a substantive decision.

(2) If confirmed by the Assembly after approval by the Council, the amendment shall enter into force one hundred and twenty days after the Depositary has received notice of its approval by two-thirds of those Signatories which at the time of confirmation by the Assembly were Signatories and then held at least two-thirds of the total investment shares. Notification of approval of an amendment shall be transmitted to the Depositary only by the Party concerned and the transmission shall signify the acceptance by the Party of the amendment. Upon entry into force, the amendment shall become binding upon all Signatories, including those which have not accepted it.

Article XIX

Depositary

(1) The Depositary of this Agreement shall be the Secretary-General of the Inter-Governmental Maritime Consultative Organization.

(2) The Depositary shall promptly inform all signatory and acceding States and all Signatories of:

(a) Any signature of this Agreement.

(b) The entry into force of this Agreement.

(c) The adoption of any amendment to this Agreement and its entry into force.

(d) Any notification of withdrawal.

(e) Any suspension or termination.

(f) Other notifications and communications relating to this Agreement.

(3) Upon entry into force of this Agreement the Depositary shall transmit a certified copy to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed this Agreement.

DONE AT LONDON this third day of September one thousand nine hundred and seventy-six in the English, French, Russian and Spanish languages, all the texts being equally authentic, in a single original which shall be deposited with the Depositary, who shall send a certified copy to the Government of each of the States which were invited to attend the International Conference on the Establishment of an International Maritime Satellite System, to the Government of any other State which signs or accedes to the Convention and to each Signatory.

ANNEX

INVESTMENT SHARES PRIOR TO THE FIRST DETERMINATION ON THE BASIS OF UTILIZATION

(a) The initial investment shares of the signatories of the States listed below shall be as follows:

UNITED STATES	17.00
UNITED KINGDOM	12.00
USSR, Byelorussian SSR and Ukrainian SSR	11.00
NORWAY	9.50
JAPAN	8.45
ITALY	4.37
FRANCE	3.50
GERMANY, FEDERAL REPUBLIC OF	3.50
GREECE	3.50
NETHERLANDS	3.50
CANADA	3.20
SPAIN	2.50
SWEDEN	2.30
DENMARK	2.10
AUSTRALIA	2.00
INDIA	2.00
BRAZIL	1.50
KUWAIT	1.48
POLAND	1.48
ARGENTINA	0.75
BELGIUM	0.75
FINLAND	0.75
GERMAN DEMOCRATIC REPUBLIC	0.74
SINGAPORE	0.62
NEW ZEALAND	0.44
BULGARIA	0.33
CUBA	0.33
INDONESIA	0.33
IRAN	0.33
CHILE	0.25
PERU	0.25
SWITZERLAND	0.25
LIBERIA	0.10
ALGERIA	0.05
EGYPT	0.05
GHANA	0.05
IRAQ	0.05
THAILAND	0.05
TURKEY	0.05
UNITED REPUBLIC OF CAMEROON	0.05
Total:	101.45

(b) Any signatory to the Operating Agreement designated by a State listed above may, prior to the entry into force of the Convention and the Operating Agreement, accept an initial investment share higher than that listed in paragraph (a) if:

(i) other signatories accept a correspondingly lower initial investment share; or

(ii) the Convention and the Operating Agreement have not entered into force twenty-four months after they were opened for signature.

The signatories concerned shall inform the Depositary, who shall prepare and distribute a revised list of initial investment shares to all States included in the list of initial investment shares.

(c) A signatory of a State not listed in paragraph (a), on signing the Operating Agreement prior to its entry into force, shall declare to the Depositary its initial investment share, which shall correspond to its projected proportionate utilization of the INMARSAT space segment. The Depositary shall add the new signatory and its initial investment share to the list of initial investment shares in paragraph (a). The revised list shall be sent to all States included in the list. The initial investment share of the new signatory shall be subject subsequently to approval or adjustment by the Council. If the Council adjusts the share, it shall adjust proportionately the initial investment shares of all Signatories and, subsequently, the investment shares of all Signatories.

(d) Upon entry into force of the Operating Agreement, the investment shares of Signatories shall be determined by adjusting the initial investment shares of Signatories proportionately so that the sum of all investment shares amounts to 100 per cent.

(e) The initial investment share of any Signatory which is not included in the list in paragraph (a) and which signs the Operating Agreement after its entry into force, and for any Signatory included in the list of initial investment shares for which the Operating Agreement has not entered into force thirty-six months after it was opened for signature, shall be determined by the Council and shall be included in a revised list of initial investment shares of all Signatories.

(f) When a new Party enters the Organization or when a Party withdraws from the Organization or its membership is terminated, the investment shares of all Signatories shall be determined by adjusting proportionately the initial investment shares of all Signatories so that the sum of all investment shares amounts to 100 per cent.

(g) Investment shares of 0.05 per cent determined in accordance with paragraph (8) of Article V of the Operating Agreement, shall not be increased pursuant to paragraphs (c), (d), (e) and (f) of this Annex.

OPERATING AGREEMENT ON THE INTERNATIONAL MARITIME SATELLITE ORGANIZATION (INMARSAT), WITH ANNEX, DONE AT LONDON SEPTEMBER 3, 1976

Depositary.—Secretary-General of IMCO.
Entry into force—Date:
Method.—On the same date the Convention enters into force.
Duration.—As long as the Convention is in force (Art. XVII).

AGREEMENT ON THE ESTABLISHMENT OF THE "INTERSPUTNIK" INTERNATIONAL SYSTEM AND ORGANIZATION OF SPACE COMMUNICATIONS

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AGREEMENT ON THE ESTABLISHMENT OF THE "INTERSPUTNIK" INTERNATIONAL SYSTEM AND ORGANIZATION OF SPACE COMMUNICATIONS

The Contracting Parties,

recognizing the need to contribute to the strengthening and development of comprehensive economic, scientific, technical, cultural and other relations by communications as well as by radio and television broadcasting via satellites;

recognizing the utility of co-operation in theoretical and experimental research as well as in designing, establishing, operating and developing an international communications system via satellites;

in the interests of the development of international co-operation based on respect for the sovereignty and independence of states, equality and non-interference in the internal affairs as well as mutual assistance and mutual benefit;

in pursuance of the provisions of Resolution 1721 (XVI) of the United Nations General Assembly and the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and other Celestial Bodies, of January 27, 1967;

have agreed on the following:

ARTICLE 1

1. There shall be established an international system of communications via satellites.

2. To ensure co-operation and co-ordination of efforts in the design, establishment, operation and development of the communications system the Contracting Parties set up the "Intersputnik" international organization, hereinafter referred to as the Organization.

ARTICLE 2

1. The "Intersputnik" is an open international organization.

2. The Members of the Organization shall be the governments that have signed this Agreement and have deposited their instruments of ratification in accordance with Article 20 as well as the governments of other states that have acceded to this Agreement pursuant to Article 22.

ARTICLE 3

The seat of the Organization shall be in Moscow.

ARTICLE 4

1. The international system of communications via satellites shall include as its components:

– a space segment comprising communications satellites with transponders, satellite-borne facilities and ground systems of control to ensure the normal functioning of the satellites;

- earth stations mutually communicating via satellites.

2. The space segment shall be the property of the Organization or is leased from Members possessing such systems.

3. The earth stations shall be the property of states or recognized operating agencies.

4. The Members of the Organizations shall have the right to include the earth stations which they have built into the communications system of the Organization, provided these stations meet the Organization's specifications.

ARTICLE 5

The international communications system shall be established by the following stages:

– The stage of experimental work done by Members at their earth stations with the use of satellite communications channels made available to the Organization free of charge by the Union of Soviet Socialist Republics on its communications satellites. This stage shall cover the period until the end of 1973.

– The stage of work, involving the use of communications channels on Members' communications satellites on the basis of lease.

– The stage of commercial operation of the communications system with the use of the space segment owned by the Organization or rented from its Members. Transition to this stage will be effected when the establishment of the space segment owned by the Organization or its lease are considered economically advisable by the Contracting Parties.

ARTICLE 6

Communication satellites owned by the Organization shall be launched, put into orbit and operated in orbit by Members which possess appropriate facilities for this purpose on the basis of agreement between the Organization and such Members.

ARTICLE 7

The Organization shall coordinate its activities with the International Telecommunication Union and co-operate with other organizations concerned with the use of communications satellites both in technology (the use of the frequency spectrum, the application of technical standards for communications channels and of equipment standards) and in international reglamentation.

ARTICLE 8

The Organization shall be a legal entity and shall be entitled to conclude contracts, acquire, lease and alienate property and to institute proceedings.

ARTICLE 9

1. It shall enjoy in the territory of the states whose governments are Members of the Organization the legal capacity necessary for the attainment of its goals and the performance of its functions. The scope of this legal capacity shall be determined by appropriate agreements with the competent authorities of the states in whose territory it carries out its activities.

2. The legislation of the states in whose territory the Organization carries out its activities shall apply to all matters not covered by the present Agreement or by agreements referred to in paragraph 1 of this Article.

ARTICLE 10

1. The Organization shall be liable with respect to its obligations within the limits of the property which it owns.

2. The Organization shall not be liable with respect to the obligations of the Contracting Parties, nor the Contracting Parties shall be liable with respect to the obligations of the Organization.

ARTICLE 11

1. The following bodies shall be established to govern the activities of the Organization:

- the Board – a governing body;
- the Directorate – a permanent executive and administrative body – headed by the Director-General.

The time for the establishment of the Directorate and the beginning of its activities shall be determined by the Board.

2. Prior to the beginning of the Directorate's activities the functions of the Director-General in representing the Organization set forth in paragraph 2 of Article 13 shall be performed by the Chairman of the Board.

3. The Auditing Commission shall be established to supervise the financial activities of the Organization.

4. The Board may also set up auxiliary bodies required for the attainment of the goals of this Agreement.

ARTICLE 12

1. The Board shall be composed of one representative from each Member of the Organization.

2. Each Member of the Organization shall have one vote in the Board.

3. The Board shall hold its regular sessions at least once a year. An extraordinary session may be held at the request of any Member of the Organization or the Director-General if no less than one third of the Members of the Organization favour its convocation.

4. The sessions of the Board shall be held, as a rule, at the seat of the Organization. The Board may decide to hold sessions in the territories of other states whose governments are Members of the Organization at the invitation of these Members.

Prior to the beginning of the Directorate's activities the Board shall meet in succession in the states whose governments are Members of the

Organization in the alphabetic order of their names in the Russian language. In this case the costs of holding such sessions are borne by the host Members of the Organization.

5. Chairmanship at the sessions of the Board shall be rotated among the Members of the Organization in the alphabetic order of their names in the Russian language. The representative of the Member next in the alphabet shall be deputy chairman. The chairman and his deputy shall remain in office until the next regular session of the Board.

6. The Board shall be competent to deal with matters covered by this Agreement. The Board shall:

1) examine and approve measures for establishing, acquiring or leasing and operating the space segment;

2) approve plans for the development and improvement of the Organization's communications system;

3) determine specifications for the Organization's communications satellites;

4) examine and approve the programme of putting into orbit the Organization's communications satellites;

5) approve the plan for the distribution of the communications channels among the Members of the Organization as well as the procedure and conditions for the utilization of the communications channels by other users;

6) determine specifications for the earth stations;

7) determine whether the earth stations offered for inclusion into the communications system of the Organization meet the specifications;

8) elect the Director-General and his deputy and supervise the activities of the Directorate;

9) elect the chairman and members of the Auditing Commission and approve the procedure for the work of the Commission;

10) approve the structure and staff of the Directorate as well as the Directorate's Staff Regulations;

11) approve the plan of the activities of the Organization for the coming calendar year;

12) examine and approve the budget of the Organization and the report on its execution as well as the Organization's balance sheet and distribution of profit;

13) examine and approve annual reports of the Director-General on the activities of the Directorate;

14) approve the report of the Auditing Commission;

15) take note of the official statements of the governments wishing to accede to the Agreement;

16) determine the procedure and the dates for the payment of proportional contributions as well as readjust the contribution shares in accordance with paragraph 5 of Article 15;

17) set the rates for transmitting a unit of information or the lease cost of the Organization's satellite communications channel;

18) consider proposals for amendments to this Agreement and submit them to the Contracting Parties for approval as provided for in Article 24;

19) adopt its own rules of procedure;

20) examine and decide on other matters arising from this Agreement.

7. The Board should seek unanimity in adopting its decisions. If this is not achieved, the decisions of the Board shall be considered adopted if no less than two thirds of all Members of the Board vote for them. The decisions of the Board will not be binding on those members who did not favour their adoption and submitted their reservations in writing; however, such Members may later associate themselves with the decisions.

8. In performing its functions set forth in paragraph 6 of this Article the Board shall act within the resources determined by the Contracting Parties.

9. The first session of the Board shall be convened by the government of the state where the seat of the Organization is situated not later than three months after the entry into force of this Agreement.

ARTICLE 13

1. The Directorate shall consist of the Director-General, his deputy and the required staff.

2. The Director-General who acts on the principles of undivided authority shall be the chief executive of the Organization and in this capacity shall represent it in relations with the competent authorities of the Members of the Organization in all matters relating to its activities, as well as in relations with states whose governments are not Members of the Organization and with international organizations with which the Board finds it necessary to co-operate.

3. The Director-General shall be responsible to the Board and shall act within the scope of the authority conferred on him by this Agreement and the decisions of the Board.

4. The Director-General shall perform the following functions:

1) ensures the implementation of the Board's decisions;

2) negotiates with the communications authorities, design agencies and industrial enterprises of the Members of the Organization on the

questions of designing the entire system and of designing, manufacturing and delivering the satellite-borne equipment elements and units for the Organization's communications satellites;

3) negotiates on the questions of launching communications satellites for the Organization;

4) concludes on behalf of the Board and within the authority determined by the Board international and other agreements;

5) draws up the budget estimates for the forthcoming fiscal year, submits them to the Board for approval and reports to the Board on the execution of the budget for the past financial year;

6) prepares for submission to the Board the report on the Directorate's activities for the past year;

7) draws up plans for the Organization's activities as well as for the development and improvement of the communications system and submits them to the Board for approval;

8) ensures the preparation, convocation and holding of the sessions of the Board.

5. The Director-General and his deputy shall be elected from among the nationals of the states whose governments are Members of the Organization for a period of four years. The Deputy Director-General may be elected, as a rule, for one term only. The Director-General and his deputy shall not be citizens of the same state.

6. The staff of the Directorate shall be composed of nationals of the states whose governments are Members of the Organization with due regard for their professional qualifications and the equitable geographical representation.

ARTICLE 14

1. The Auditing Commission shall consist of three members elected for a period of three years from among the nationals of different states whose governments are Members of the Organization. The chairman and a member of the Auditing Commission shall not hold any office in the Organization.

2. The Director-General shall make available to the Auditing Commission all material and documents required for auditing.

3. The report of the Auditing Commission shall be submitted to the Board of the Organization.

ARTICLE 15

1. A statutory fund (fixed and current assets) shall be established to finance the activities of the Organization. The decision on the establishment and the size of the statutory fund shall be taken by the Contracting Parties on the basis of the recommendation of the Board and shall be formalized by a special protocol. The amount of the proportional contributions of the Members of the Organization to the statutory fund shall be fixed in proportion to the extent to which they use the communications channels.

2. If in the process of the improvement of the communications system a necessity to increase the statutory fund is revealed, the sum of additional contributions shall be apportioned among the Members of the Organization who have given their consent to such an increase.

3. The contributions of the Members of the Organization to the statutory fund shall be used to meet the following expenses of the Organization:

1) for research, design and experimental work relating to the space segment and the earth stations;

2) for design, construction, acquisition or lease of the space segment;

3) for launching and putting into orbit communications satellites of the Organization;

4) for other purposes in connection with the activities of the Organization.

4. Prior to the establishment of the statutory fund the Organization shall conduct its activities on the basis of a special budget drawn up for each calendar year. The expenses envisaged in the budget for the maintenance of the staff of the Directorate, the holding of the Board's sessions and other administrative activities shall be met by the Members of the Organization in proportionslfixed by the Contracting Parties on the recommendation of the Board and formalized by a special protocol.

5. Upon the admission of new Members to the Organization or in the case of the withdrawal from the Organization, the share of contributions of each remaining Member shall be changed accordingly.

6. The currency in which contributions are paid to the statutory fund and the Organization budget shall be determined by the Contracting Parties on the recommendation of the Board.

7. The Organization shall charge 3 per cent annually for sums which Members have failed to pay by the date fixed.

8. If a Member of the Organization fails to meet its financial obligations within one year the Board will decide on a partial or complete suspension of its rights arising from membership in the Organization.

9. The profits derived from the operation of the communications system shall be shared by the Members of the Organization in proportion to the amount of their contributions. The Members may decide to use the profits to increase the statutory fund or to set up some special funds.

10. The expenses for the maintenance of participants in conferences and meetings convened in connection with the implementation of the goals of the Organization, including the sessions of the Board, shall be met by the Contracting Parties represented on such conferences and meetings.

ARTICLE 16

1. The Organization shall operate the space segment making communications channels available to its Members and other users in accordance with the provisions of this Agreement.

2. The communications channels at the disposal of the Organization shall be distributed among the Members of the Organization on the basis of their needs for channels. Communications channels which are in excess of aggregate requirements of all Members of the Organization may be leased to other users.

3. Payment for the communications channels made available shall be charged according to rates established by the Board. The rates shall be fixed at the average world level calculated in gold francs.

The payment for communications services shall be made in a manner determined by the Board.

ARTICLE 17

1. Any of the Contracting Parties may denounce this Agreement by notice in writing to that effect given to the Depositary Government.

The denunciation of the Agreement by such Contracting Party takes effect upon the termination of the financial year during which a period of one year expires from the date of notification of the Depositary Government of the denunciation. Such Contracting Party shall pay within the period fixed by the Board the sum of contributions due for the financial year in which the denunciation becomes effective and shall also carry out all other financial obligations assumed.

2. The amount of the monetary compensation due to the Contracting Party which has denounced the Agreement shall be determined by the Board in accordance with the sum of contributions paid by that Contracting Party to the statutory fund of the Organization, with due regard to physical and moral depreciation of the fixed assets. The monetary compensation shall be paid following the approval by the Board of the budget report for the financial year during which the denunciation takes effect.

ARTICLE 18

1. This Agreement may be terminated with the consent of all the Contracting Parties.

The termination of the Agreement amounts to the dissolution of the Organization.

The procedure for the dissolution of the Organization shall be determined by the Board.

2. In the event of the dissolution of the Organization its fixed assets shall be realized and the Members of the Organization shall be paid monetary compensation according to their participation in capital expenditure for the establishment of the communications system with due regard to physical and moral depreciation of the fixed assets. The available current assets, with the exception of the part intended to meet the obligations of the Organization, shall be distributed among the Members of the Organization in proportion to the monetary contributions actually paid as of the date when the Organization was dissolved.

ARTICLE 19

The languages of the Organization shall be English, French, Russian and Spanish.

The extent to which a language is used shall be determined by the Board depending on the actual requirements of the Organization.

ARTICLE 20

1. This Agreement is open for signing until ______________________ in Moscow.

The Agreement shall be subject to ratification. Instruments of ratification shall be deposited with the Government of the USSR which is designated the Depositary Government of this Agreement.

ARTICLE 21

The Agreement shall enter into force on the deposit of six instruments of ratification.

ARTICLE 22

1. The government of any state which did not sign this Agreement may accede to it. In that case the government shall submit to the Board of the Organization a formal statement to the effect that it shares the goals and principles of the activities of the Organization and assumes the obligations under this Agreement.

2. Instruments of accession to the Agreement shall be deposited with the Depositary Government.

ARTICLE 23

For governments whose instruments of ratification or accession are deposited subsequent to the entry into force of this Agreement, it shall enter into force on the date of the deposit of the above instruments.

ARTICLE 24

Amendments to this Agreement shall come into force for each Contracting Party accepting the amendments upon their approval by two thirds of the Contracting Parties. An amendment which has come into force shall be binding on the other Contracting Parties after their acceptance of such amendment.

ARTICLE 25

1. The Depositary Government of this Agreement shall inform all Contracting Parties of the date of each signature, of the date of deposit of each instrument of ratification and accession, of the date of the entry into force of the Agreement and of all other notices it has received.

2. This Agreement shall be registered by the Depository Government pursuant to Article 102 of the Charter of the United Nations.

ARTICLE 26

This Agreement, the English, French, Russian and Spanish texts of which are equally authentic, shall be deposited in the archives of the Depository Government. Duly certified copies of the Agreement shall be transmitted by the Depository Government to the Contracting Parties.

In witness whereof the undersigned, duly authorized, have signed this Agreement.

Done in Moscow on November 15, 1971.

SIGNATORIES TO THE INTERSPUTNIK AGREEMENT

Afghanistan
Bulgaria
Cuba
Czechoslovakia
German Democratic Republic
Hungary
Korea, People's Republic of
Laos
Mongolia
Nicaragua
Poland
Romania
USSR
Vietnam
Yemen (Aden)

Source: International Institute of Space Law, 1988 Report of the Standing Committee on the Status of International Agreements Relating to Activities in Outer Space. (Reprinted in *Space Policy,* February 1989, pp. 85–88)

THE AGREEMENT ON THE ARAB CORPORATION FOR SPACE COMMUNICATIONS

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ARAB SATELLITE COMMUNICATIONS SYSTEM

The Arab Satellite Communications System resulted from a survey made by the International Telecommunication Union of the national and international telecommunications network requirements of countries in the Middle East and the Mediterranean regions. The ITU survey, funded by the United Nations Development Programs, dealt with a variety of requirements which included public telecommunications services and TV relays, educational and exchange TV programs by means of direct broadcasting, meteorological services and other facilities for civil aviation and shipping.

The Arab Satellite System was conceived as a means of providing a combination of public telecommunications and direct broadcasting facilities for the entire Arab region (extending from Mauritania west to the Gulf area in the east) to meet part of the national and international requirements identified in the survey.

Requirements

The projected requirements of satellite capacity are said to be:

1980 - 12 low power transponders for conventional telecommunications services including TV.
One of two high power transponders for community TV.
Earth stations will have G/T ranging between 20-30 dB/K.
Community TV reception stations might be smaller stations with G/T of about 11 dB/K.

1990 - Total capacity requirements rise to about 14 transponders.

THE ARAB CORPORATION FOR SPACE COMMUNICATIONS[1]

AMIRI DECREE

AMIRI DECREE NO. 25/1976 CONCERNING THE RATIFICATION OF THE AGREEMENT OF THE ARAB CORPORATION FOR SPACE COMMUNICATIONS

We, Isa bin Salman Al Khalifa, Amir of the State of Bahrain, after reviewing Article 37 of the Constitution and the Amiri Decree, No. 4/1975 and the Agreement of 'The Arab Corporation' for Space Communications and on the recommendation of the Minister of Communications and after the approval of the Council of Ministers hereby decree:-

Article 1

The Agreement of The Arab Corporation for Space Communications herewith attached, and signed in Cairo on 22nd Jumda Al Thaniya 1396 H. corresponding to 20th June 1976 is herein ratified.

Article 2

The Minister of Communications shall implement this decree and it shall be published in the Official Gazette.

Signed: Isa bin Salman Al Khalifa
Amir of the State of Bahrain

Issued at Rifa's Palace on
18 Rajab 1396 H.
15 July 1976

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[1] The Official Gazette, Issue No. 1185, July 22, 1976, Gulf Public Relations, Translation Service.

THE AGREEMENT OF THE ARAB CORPORATION FOR SPACE COMMUNICATIONS

The Governments of:-

The Hashemite Kingdom of Jordan
The State of Bahrain
The Democratic People's Republic of Algeria
The Democratic Republic of Sudan
The Democratic Republic of Somalia
The Sultanate of Oman
The State of Kuwait
The Libyan Arab Republic
The Kingdom of Morrocco
The Yemen Arab Republic
Palestine
The United Arab Emirates
The Republic of Tunisia
The Kingdom of Saudi Arabia
The Syrian Arab Republic
The Republic of Iraq
The State of Qatar
The Republic of Lebanon
The Arab Republic of Egypt
The Islamic Republic of Mauritania
The Democratic People's Republic of Yemen

desiring to establish an Arab Satellite network and to use an Arab satellite as a means of serving the purposes of communications, information, culture, education and any other services for which the above-mentioned network could be utilized and towards the fulfillment of the objectives of the Arab League Charter, have sanctioned the following regulations:

Article 1

Definitions

For the purposes of this agreement, the following terms shall convey the meaning indicated alongside the said terms.

a) The Agreement: The agreement to establish the Arab Corporation for Space Communications and the appendices attached thereto.

b) The Corporation: The Arab Corporation for Space Communications.

c) The Member: The State ratifying the agreement to establish the corporation or that which joins it.

d) The General Body Meeting: The general body meeting of the corporation.

e) The Board of Directors: The board of directors of the corporation.

f) The executive Committee: The executive committee of the corporation.

g) The General Manager: The General Manager of the corporation.

h) Space Sector: Communication satellites, monitoring and telemetery control and observation equipment and the relevant installations and the necessary equipment to operate the satellites.

i) Telecommunications: Any transmission or reception of signals, signs, writing, photographs, sounds and information of any kind, whether by means of wire, wireless, optical or by means of any other electromagnetic systems.

j) General Services of Telecommunications: The stationary or mobile telecommunication services which can be obtained and made available to the public by means of satellites such as telephones, telegraphy, telex, transmission of photographs and radio and television programmes between ground stations authorised by the corporation and which are affiliated to the Satellite Sector of the Corporation to be thence transmitted to the public and the circuits hired by any of these purposes.

k) Specialised Telecommunication Services: Telecommunication services that can be made available by means of satellites besides those defined in clause 'j' of this article including wireless navigation services, radio, television satellite services, space research services, metereological services and earth resource services.

l) The User: He who benefits from the services of the corporation but not a member thereof.

m) Ground Stations: Any stationary or mobile ground installations installed for the purpose of transmission or reception via the Arab Satellite excluding monitoring telemetery control and observation stations.

Article 2

The Establishment of the Corporation:

An independent corporation shall be established within the framework of the League of Arab States, by the name of The Arab Corporation for Space Telecommunications.

The corporation shall have a full legal character and has the right, within its objects, to conclude and contract agreements and possess movable and immovable property and dispose of them and the right to litigate and undertake all legal measures.

Article 3

Objects and Activities of the Corporation

1. The corporation aims to provide and set up an Arab Space Sector for general and specialized services in the field of telecommunications for all member states of the Arab League in accordance with technical and economic criteria accepted in the Arab and international quarters.

2. Besides the realization of the said objects the corporation may undertake the following activities:

   a) Assisting Arab countries financially or technically in designing and constructing ground stations.

   b) Undertaking research and special studies concerning space science and technology.

   c) Encouraging the establishment of industries necessary to supply installations to the space sector and ground stations in the Arab states.

   d) Undertaking television and radio transmissions and telecasting among departments and organizations concerned in the Arab states, via the Arab Satellite network and laying down regulations organising the use of T. V. and radio channels in such a manner as to satisfy the local and collective needs of the Arab states.

3. Any other activities that serve the objects of the corporation besides those already stated, provided that they are approved by the General Meeting of the corporation on the recommendation of one member state of the corporation or more or of the Board of Directors.

Article 4

Membership, Head Office and Main Control Station

1. Membership of the corporation shall be for Arab states which are members of the League of Arab States and which subscribed to the capital of the corporation.

2. The Head Office of the corporation shall be in the city of Riyadh in the Kingdom of Saudi Arabia and it is competent to the corporation to have branches in the member Arab States.

3. The Main Control Station shall be in the Kingdom of Saudi Arabia.

Article 5

The Capital of the Corporation

The capital shall be US$ 100 million divided into 1,000 shares, the value of each share is US$ 100,000. The capital may be increased on the recommendations of the Board of Directors and the approval of the General Body Meeting.

Article 6

Subscription to the Capital of the Corporation

1. The contribution by the member states to the capital of the corporation shall be in accordance with the proportions set out in the appendix attached to this agreement.

2. However, after the lapse of two years from the date of commencement of the operations of the space sector, the following points shall be given effect to:

   a) The subscription shall be in proportion to the actual use of the space sector by member states.

   b) The states, which have not yet used the space sector on account of the incompletion of their ground stations, shall have the minimum subscription.

3. A member state of the corporation may call for its subscription, as is set out in the appendix attached to this agreement, to be reduced after submitting an application to the General Body Meeting which will decide upon the redistribution of the shares thus waived.

4. In all cases the minimum subscription shall be of one share.

5. The proportional subscription set out in the appendix attached to this agreement, shall be reviewed in the event of a new member joining the corporation or the increase of the capital or the withdrawal of a member after a resolution by the General Body meeting.

Article 7

Paying the Value of Shares

1. 5% of a member's subscription shall be paid on ratifying the agreement.

2. The remainder of the value of the shares shall be paid in accordance with a schedule drawn by the Board of Directors and approved by the General Body Meeting.

3. The members shall settle amounts due within 60 days from the date of their maturity. In the event of an amount overdue a member is bound to pay interest on the amount overdue at the rate of 1% for every month on the said basis.

Article 8

Subscriber's Profits

The profits of the corporation shall be distributed among the member states in accordance with the proportion of their shares and the regulations of the Executive Committee.

Article 9

The Organs of the Corporation

The corporation shall consist of:-

1. The General Body
2. The Board of Directors
3. The Executive Body

Article 10

The General Body

1. The General Body shall comprise the ministers in charge of telecommunications in the Arab member states or those whom they deputise. Each member shall have one vote.

2. The Chairmanship for the General Body shall be on an alternate basis according to alphabetical order of the names of the member state.

3. The General Body shall hold an annual ordinary session in April at the invitation of the General Manager from the Head Office of the Corporation. The General Body may hold its meetings at a branch office or in a member state at its invitation.

4. The General Body may hold an extraordinary session at the request of the Board of Directors or on a requisition by one member or more submitted

to the General Manager and seconded by one third of the members. In the requisition the purpose for the calling of an extraordinary meeting shall be explicitly stated. The General Manager shall make the necessary arrangements to hold the meeting within 3 months of receiving the requisition.

5. The General Body Meeting shall be valid only if attended by the majority of the members.

6. The resolutions of the General Body Meeting shall be taken on major issues by a two thirds majority of the members present and voting. In procedural matters, resolutions shall be adopted by an ordinary majority of the members present and voting. The General Body shall adopt a resolution whether an issue is a major or a procedural one by the ordinary majority of the members present and voting. In the event of a tie the chairman shall have a casting vote.

7. The following shall be invited to attend the General Body Meeting as observers:

   The League of Arab States, The Arab States Broadcasting Union, The Arab Union of Telecommunications, The Arab Organisation for Education, Culture and Science.

   Organisations with objects connected to those of the corporation may be invited to attend the meeting after securing the consent of the General Body.

8. The General Manager shall undertake the functions of the General Secretary of the General Body.

Article 11

Functions of the General Body

The General Body is the supreme authority of the corporation and shall undertake the functions stipulated in Article 3 of this agreement and any other function necessary for the attainment of the objects of the corporation. The General Body shall undertake the following in particular:-

1. Laying down the general policy of the corporation and the drawing up of plans which help to achieve the aims and activities of the corporation as stipulated in this agreement and to pass resolutions and recommendations to the Board of Directors in this respect.

2. Sanctioning the necessary projects to expand and develop the space sector and its requirements.
3. Setting the regulations pertaining to the determination of charges for using the space sector for all types of services on the recommendations of the Board of Directors.
4. Setting up the standards and general rules which must be maintained in the ground stations so as to make them suitable to communicate with the space sector as recommended by the Board of Directors.
5. Studying the reports of the Board of Directors on the various activities of the corporation and proposing relevant recommendations.
6. Organising the relations of the corporation with international organisations and setting up the necessary principles for this purpose in accordance with general international regulations.
7. Settlement of disputes which may arise between the corporation and a member or more in accordance with article 19 of this agreement.
8. Considering complaints and disagreements arising from the use of the Arab Space network which are submitted to it by the members directly or through the Board of Directors.
9. Adopting resolutions concerning the withdrawal of a member.
10. Setting up regulations with respect to financial settlements in the event of a new member joining or the withdrawal of a member or the re-allocation of shareholding proportions.
11. Suspension of membership rights of a member who fails to settle his financial obligations after a year of their falling due until these obligations are met.
12. Ratifying the General Budget and Balance Sheet of the Corporation.
13. Approval of the recommendation of the Board of Directors concerning the appointment of the General Manager.
14. Studying the reports submitted by the Board of Directors concerning future plans and the amounts allocated to them and adopting resolutions regarding them.

15. Adopting resolutions concerning investment shares on the recommendation of the Board of Directors.

16. Adopting necessary resolution concerning representation in the Board of Directors under Article 12 of this agreement.

17. Election of members of the Board of Directors as stipulated in clause 'B' of Article 12 of this Agreement.

18. Appointment of auditors annually on the recommendation of the Board of Directors.

19. Approval regarding increase of the capital of the corporation on the recommendation of the Board of Directors.

20. Studying and approving proposals for the amendment of corporation's agreement.

21. Authorising the Board of Directors to undertake some of its functions.

22. Sanctioning the time table suggested by the Board of Directors concerning the settlement of members' subscriptions under Article 7 of this agreement.

23. Sanctioning of financial and administrative regulations as suggested by the Board of Directors.

24. Drawing up the code of conduct of the General Body.

Article 12

The Board of Directors

1. The Board of Directors shall be comprised of 9 members who shall be elected as follows:-

    a) The first five members according to the proportion of their shareholding in the capital of the corporation. If more than five members are equal in their shareholding proportions, the General Body shall elect the required number from amongst them.

    b) Four members shall be elected by the General Body from the other members on an alternate basis for an unrenewable period of two years.

2. The Board of Directors shall elect from amongst its members a chairman and a vice-chairman. The term of their office shall be determined by the regulations governing executive authority.

3. The Board of Directors shall hold its meetings in accordance with the provisions of the regulations governing executive authority.

4. The meetings of the Board of Directors shall be held at the Head Office of the corporation or at any of its branches unless an invitation has been extended by a member state.

5. The meeting shall have the requisite quorum if a minimum of seven of its members are present. If there is no quorum, the Board of Directors shall meet after 2 weeks from the date appointed for the original meeting. If again the quorum could not be maintained the General Manager shall call an extraordinary General Body Meeting after a month from the date appointed for the meeting of the Board of Directors. The General Body Meeting shall undertake the functions of the Board of Directors at such meetings.

6. Each member shall have one vote.

7. The General Manager shall attend the meeting of the Board of Directors but he shall not be entitled to vote.

8. An open meeting of the Board of Directors will be attended, as observers, by a representative of the League of Arab States, the Arab Union for Telecommunications, the Arab States Broadcasting Union and the Arab Organisation for Education, Culture and Science.

   The Board of Directors shall have the right to invite whom it deems fit to attend its meeting.

Article 13

The Functions of the Board of Directors

The Board of Directors undertakes to provide, utilise and maintain the space sector and undertakes to execute the policies entrusted upon it by the General Body particularly:

1. Implementation of the General Policy and plans drawn by the General Body.

2. Execution of the policies, plans and programmes related to the design, construction, operation, development and maintenance of the space

sector and undertaking any activities the corporation is authorised to carry out in accordance with the agreement and the resolutions of the General Body.

3. The periodical determination of charges for using the space sector for all kinds of services according to the suggestions of the Executive Body and the regulations approved by the General Body Meeting.

4. Proposing criteria and general rules which shall be maintained in the ground stations so as to be suitable to communicate with the space sector and submitting them to the General Body for approval.

5. Submitting reports to General Body concerning:

   a) Proposed activities of the corporation.

   b) Implementation programmes, future programmes and financial estimates thereto.

6. Adoption of standards and procedures in accordance with the general rules laid down by the executive body concerning sanctioning ground stations to communicate with the space sector and verifying their specifications to coordinate their communication with the space sector after these standards and procedures have been approved by the General Body.

7. Adoption of general rules which govern the distribution of the space sector capacity in accordance with the proposals of the Executive Body.

8. Determination of investment shares and referring them to the General Body.

9. Submission of annual report on the activities of the corporation, annual budget and the final account to the General Body.

10. Provision of information, within the limits of the corporation's activities, to a member who may ask for it so as to enable such member to meet his obligations which may exceed the jurisdiction of the Executive Body.

11. Proposal to increase the capital of the corporation.

12. Proposing the appointment of the auditors.

13. Appointment of the General Manager after the approval of the General Body in accordance with Clause 13 of Article 11, and terminating his services in accordance with Clause 3 of Article 15.

14. Determination of the remuneration of the General Manager.

15. Appointment of a deputy General Manager in the event of the General Manager's post falling vacant until a new General Manager is appointed at the next General Body Meeting.

16. Ratifying the appointment by the General Manager of high ranking employees who directly report to him.

17. Preparation of a time table of the payment of the value of shares and referring it to the General Body.

18. Approving applications to use the space sector.

19. Preparation of executive regulations and financial and administrative rules and referring them to the General Body.

20. Formation of necessary committees to undertake specific tasks to serve the objects of the corporation within the limits of its jurisdiction.

21. Naming organisations which may be necessary to be invited to attend its meetings.

22. Considering all reports, recommendations, and various views referred to it by the General Manager.

Article 14

The Executive Body

1. The Executive Body shall comprise a number of sectors and administrative units to be decided by the rules of conduct of the corporation.
2. The General Manager shall undertake the chairmanship of the Executive body. He shall be assisted by an adequate number of technical and administrative staff. This appointment will depend on a guarantee of their competence and efficiency. The principle of geographical representation regarding their appointment shall be adhered to as far as possible.

Article 15

The General Manager

1. The General Manager of the corporation shall be appointed by a three-year

renewable contract.

2. The General Manager shall be the chairman of the Executive Body of the Corporation and its legal representative. He shall report to the Board of Directors.

3. The Board of Directors may decide to terminate the services of the General Manager. The reasons for such a decision shall be stated.

4. After the approval of the General Body the General Manager shall exercise his powers and functions laid down in the rules of conduct of the corporation.

Article 16

Prerogatives and Immunities

All the provisions of the Prerogative and Immunities agreement of the League of the Arab States passed as per the League's Council resolution No. 575 dated 10. 5. 1953 shall be applicable in the case of the Arab Corporation for space communication and also:

1. The corporation's monies, shares, property, assets, and equipment shall be exempted from all kinds of taxation; (whether direct or indirect) customs duties and any other duties. Laws and orders passed to ban or restrict importation and exportation concerning that which the corporation imports or exports such as instruments and special material needed for the corporation's business shall not apply to those of the corporation.

2. The corporation, its monies and financial transactions shall be exempted from restrictions imposed on currency and any other restrictions enforced in the country of the Head Office of the corporation or in the locations of its branches and the places where it has activities in the member Arab States.

Article 17

Withdrawal

1. Any member may withdraw from the corporation after submitting an official letter to the Secretary General of the League of the Arab States who, in turn shall notify the member states and the corporation thereof.

2. The withdrawal shall take effect only after the lapse of one year from the date of its submission to the Secretary General of the League of the Arab

States. The said letter may be withdrawn before the expiry of this period.

3. In accordance with Clause 2 of this Article the withdrawing member shall remain responsible for all the obligations which were contracted before the discontinuance of his membership in accordance with Clause 2.

4. On the discontinuance of membership, the corporation shall settle the accounts of the member according to the regulations of the corporation with respect to executive authority.

5. On the discontinuance of membership, the General Body shall amend the shareholding proportions set out in the appendix attached to this agreement in compliance with Article 6 of this agreement.

Article 18

Amendment

1. The agreement to establish the corporation may be amended on the recommendation of one or more of the members to be submitted to the General Manager and approved by one third of its members or at the proposal of the Board of Directors. The General Manager shall notify all the member states of the said proposal.

2. The General Body shall consider the proposed amendment at its first ordinary meeting held after the submission of the proposed amendment.

   An extraordinary meeting may be called to consider such proposal in accordance with Article 10 of this agreement, provided that the proposed amendment has been circulated among the members ninety days before the date of such meeting.

3. The General Body shall approve the amendment by a majority of two thirds of its members.

4. The amendment shall be enforced after a third of the member states have handed the documents ratifying the amendment, provided that their proportion of shareholding in the capital of the corporation is not below 60%.

Article 19

Settlement of Disputes

The General Body of the corporation shall adjudicate upon disputes between the corporation on the one hand and one or more members on the other or disputes amongst the members themselves. The resolutions adopted by the General Body shall come into force for a period not more than ninety days of the date of its issuance.

Article 20

Ratification

1. Each Arab State shall ratify the agreement with respect to the establishment of the corporation according to its own constitutional system. The ratification documents shall be lodged with the League of the Arab States which shall prepare minutes of acknowledgement of the ratification document of each member and notify all Arab States thereof.

2. An Arab state which is not a signatory to this agreement may join it and its application document shall be lodged in accordance with procedures stipulated in Clause 1 of this Article.

Article 21

Reservation

The ratification of this agreement or the joining of it, shall be viewed for all purposes as a complete adherence to all its provisions and shall not be subject to any reservations.

Article 22

Operation of this Agreement

1. This agreement shall come into force after sixty days from the date on which seven Arab States have lodged with the League of the Arab States their ratification documents of this agreement.

2. The agreement shall come into force, as far as each member is concerned, from the date of lodging their ratification documents with the League of the Arab States.

3. The Secretary General of the League of the Arab States shall undertake to invite members to subscribe to the corporation's capital and the opening of the initial account of the corporation within thirty days of the agreement coming into force.

4. The Secretary General of the League of the Arab States shall summon the constituent meeting of the General Body within two months from the date of the enforcement of the agreement.

Article 23

Corporation's Relation with the League of the Arab States

Cooperation shall be maintained between the corporation and the League of the Arab States and its organizations for the attainment of the aims and objectives of the Arab League Charter and the aims and objectives of this agreement.

Towards the foregoing, the authorised representatives, whose names are affixed hereunder have signed this agreement on behalf of their governments.

This agreement is written in Arabic in Cairo on Wednesday 14 Rabi Al Akhar 1396 H. corresponding to 14th April 1976 A. D. from an original copy which is lodged with the General Secretariat of the League of the Arab States and a duplicate of which shall be given to each contracting country.

On behalf of the governments of:

The Hashemite Kingdom of Jordan - Mohammed Adhoob Al Zain
The United Arab Emirates - Mohammed Sa'id Al Mulla
The State of Bahrain -
The Republic of Tunisia - Abdulla Farahat
The Democratic People's Republic of Algeria - Abdul Kadir Buhairi
The Kingdom of Saudi Arabia - Alawi Darwish Kayal
The Democratic Republic of Sudan - Mostapha Awad Allam
The Syrian Arab Republic - Omar Al Sibba'i
The Democratic Republic of Somalia - Abdul Rahman Farih Ismail
The Republic of Iraq - Askar Mahmood Rida
The Sultanate of Oman - Salem bin Nasir
The State of Kuwait - Sulaiman Hamood Al Khalid
The Republic of Lebanon -
The Libyan Arab Republic - Noori Al Fairoori Al Madani
The Arab Republic of Egypt - Abdul Fattah Abdulla
The Kingdom of Morrocco -
The Islamic Republic of Mauritania -
The Yemen Arab Republic - Hussain Al Ghaffari
The Democratic People's Republic of Yemen - Ahmed Saleh Abdo
Palestine - Hamed Abu Sitta

SIGNATORIES TO THE ARABSAT AGREEMENT

Algeria
Bahrain
Egypt
Iraq
Jordan
Kuwait
Libya
Mauritania
Oman
Qatar
Saudi Arabia
Somalia
Sudan
Syria
Tunisia
United Arab Emirates
Yemen (Aden)
Yemen (Sanaa)

Source: International Institute of Space Law, 1988 Report of the Standing Committee on the Status of International Agreements Relating to Activities in Outer Space. (Reprinted in *Space Policy,* February 1989, pp. 85–88)

SECTION 5

OTHER RELEVANT TREATIES

THE ANTARCTIC AND ENVIRONMENTAL MODIFICATION TREATIES

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THE ANTARCTIC AND ENVIRONMENTAL MODIFICATION TREATIES

Although not normally included among the list of "space" treaties, the Antarctic and Environmental Modification Treaties are included here because of their relevance to the field of space law. The Antarctic Treaty is often mentioned as a model for establishing a regime on the Moon or elsewhere in the solar system where countries can work together peacefully for the benefit of scientific exploration. The Environmental Modification Treaty specifically refers to outer space in Article II, stating that the signatories agree to prevent the modification of the "dynamics, composition or structure of the Earth, including its biota, lithosphere, hydrosphere, and atmosphere, or of outer space."

THE ANTARCTIC TREATY [1]

Signed at Washington December 1, 1959; Ratification advised by the Senate August 10, 1960; Ratified by the President August 18, 1960; Ratification deposited at Washington August 18, 1960; Proclaimed by the President June 23, 1961; Entered into force June 23, 1961.

The Governments of Argentina, Australia, Belgium, Chile, the French Republic, Japan, New Zealand, Norway, the Union of South Africa, the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, and the United States of America,

Recognizing that it is in the interest of all mankind that Antarctica shall continue forever to be used exclusively for peaceful purposes and shall not become the scene or object of international discord;

Acknowledging the substantial contributions to scientific knowledge resulting from international cooperation in scientific investigation in Antarctica;

Convinced that the establishment of a firm foundation for the continuation and development of such cooperation on the basis of freedom of scientific investigation in Antarctica as applied during the International Geophysical Year accords with the interests of science and the progress of all mankind;

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[1] 12 UST 794; TIAS 4780.

Convinced also that a treaty ensuring the use of Antarctica for peaceful purposes only and the continuance of international harmony in Antarctica will further the purposes and principles embodied in the Charter of the United Nations; [2]

Have agreed as follows:

ARTICLE I

1. Antarctica shall be used for peaceful purposes only. There shall be prohibited, *inter alia*, any measures of a military nature, such as the establishment of military bases and fortifications, the carrying out of military maneuvers, as well as the testing of any type of weapons.

2. The present Treaty shall not prevent the use of military personnel or equipment for scientific research or for any other peaceful purpose.

ARTICLE II

Freedom of scientific investigation in Antarctica and cooperation toward that end, as applied during the International Geophysical Year, shall continue, subject to the provisions of the present Treaty.

ARTICLE III

1. In order to promote international cooperation in scientific investigation in Antarctica, as provided for in Article II of the present Treaty, the Contracting Parties agree that, to the greatest extent feasible and practicable:

(a) information regarding plans for scientific programs in Antarctica shall be exchanged to permit maximum economy and efficiency of operations;

(b) scientific personnel shall be exchanged in Antarctica between expeditions and stations;

(c) scientific observations and results from Antarctica shall be exchanged and made freely available.

2. In implementing this Article, every encouragement shall be given to the establishment of cooperative working relations with those Specialized Agencies of the United Nations and other international organizations having a scientific or technical interest in Antarctica.

ARTICLE IV

1. Nothing contained in the present Treaty shall be interpreted as:

(a) a renunciation by any Contracting Party of previously asserted rights of or claims to territorial sovereignty in Antarctica;

(b) a renunciation or diminution by any Contracting Party of any basis of claim to territorial sovereignty in Antarctica which it may have whether as a result of its activities or those of its nationals in Antarctica, or otherwise;

(c) prejudicing the position of any Contracting Party as regards its recognition or non-recognition of any other State's right of or claim or basis of claim to territorial sovereignty in Antarctica.

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[2] TS 993; 59 Stat. 1031.

2. No acts or activities taking place while the present Treaty is in force shall constitute a basis for asserting, supporting or denying a claim to territorial sovereignty in Antarctica or create any rights of sovereignty in Antarctica. No new claim, or enlargement of an existing claim, to territorial sovereignty in Antarctica shall be asserted while the present Treaty is in force.

Article V

1. Any nuclear explosions in Antarctica and the disposal there of radioactive waste material shall be prohibited.

2. In the event of the conclusion of international agreements concerning the use of nuclear energy, including nuclear explosions and the disposal of radioactive waste material, to which all of the Contracting Parties whose representatives are entitled to participate in the meetings provided for under Article IX are parties, the rules established under such agreements shall apply in Antarctica.

Article VI

The provisions of the present Treaty shall apply to the area south of 60° South Latitude, including all ice shelves, but nothing in the present Treaty shall prejudice or in any way affect the rights, or the exercise of the rights, of any State under international law with regard to the high seas within that area.

Article VII

1. In order to promote the objectives and ensure the observance of the provisions of the present Treaty, each Contracting Party whose representatives are entitled to participate in the meetings referred to in Article IX of the Treaty shall have the right to designate observers to carry out any inspection provided for by the present Article. Observers shall be nationals of the Contracting Parties which designate them. The names of observers shall be communicated to every other Contracting Party having the right to designate observers, and like notice shall be given of the termination of their appointment.

2. Each observer designated in accordance with the provisions of paragraph 1 of this Article shall have complete freedom of access at any time to any or all areas of Antarctica.

3. All areas of Antarctica, including all stations, installations and equipment within those areas, and all ships and aircraft at points of discharging or embarking cargoes or personnel in Antarctica, shall be open at all times to inspection by any observers designated in accordance with paragraph 1 of this Article.

4. Aerial observation may be carried out at any time over any or all areas of Antarctica by any of the Contracting Parties having the right to designate observers.

5. Each Contracting Party shall, at the time when the present Treaty enters into force for it, inform the other Contracting Parties, and thereafter shall give them notice in advance, of

(a) all expeditions to and within Antarctica, on the part of its ships or nationals, and all expeditions to Antarctica organized in or proceeding from its territory;

(b) all stations in Antarctica occupied by its nationals; and

(c) any military personnel or equipment intended to be introduced by it into Antarctica subject to the conditions prescribed in paragraph 2 of Article I of the present Treaty.

ARTICLE VIII

1. In order to facilitate the exercise of their functions under the present Treaty, and without prejudice to the respective positions of the Contracting Parties relating to jurisdiction over all other persons in Antarctica, observers designated under paragraph 1 of Article VII and scientific personnel exchanged under subparagraph 1(b) of Article III of the Treaty, and members of the staffs accompanying any such persons, shall be subject only to the jurisdiction of the Contracting Party of which they are nationals in respect of all acts or omissions occurring while they are in Antarctica for the purpose of exercising their functions.

2. Without prejudice to the provisions of paragraph 1 of this Article, and pending the adoption of measures in pursuance of subparagraph 1(e) of Article IX, the Contracting Parties concerned in any case of dispute with regard to the exercise of jurisdiction in Antarctica shall immediately consult together with a view to reaching a mutually acceptable solution.

ARTICLE IX

1. Representatives of the Contracting Parties named in the preamble to the present Treaty shall meet at the City of Canberra within two months after the date of entry into force of the Treaty, and thereafter at suitable intervals and places, for the purpose of exchanging information, consulting together on matters of common interest pertaining to Antarctica, and formulating and considering, and recommending to their Governments, measures in furtherance of the principles and objectives of the Treaty, including measures regarding:

(a) use of Antarctica for peaceful purposes only;

(b) facilitation of scientific research in Antarctica;

(c) facilitation of international scientific cooperation in Antarctica;

(d) facilitation of the exercise of the rights of inspection provided for in Article VII of the Treaty;

(e) questions relating to the exercise of jurisdiction in Antarctica;

(f) preservation and conservation of living resources in Antarctica.

2. Each Contracting Party which has become a party to the present Treaty by accession under Article XIII shall be entitled to appoint representatives to participate in the meetings referred to in paragraph 1 of the present Article, during such time as that Contracting Party demonstrates its interest in Antarctica by conducting substantial scientific research activity there, such as the establishment of a scientific station or the dispatch of a scientific expedition.

3. Reports from the observers referred to in Article VII of the present Treaty shall be transmitted to the representatives of the

Contracting Parties participating in the meetings referred to in paragraph 1 of the present Article.

4. The measures referred to in paragraph 1 of this Article shall become effective when approved by all the Contracting Parties whose representatives were entitled to participate in the meetings held to consider those measures.

5. Any or all of the rights established in the present Treaty may be exercised as from the date of entry into force of the Treaty whether or not any measures facilitating the exercise of such rights have been proposed, considered or approved as provided in this Article.

ARTICLE X

Each of the Contracting Parties undertakes to exert appropriate efforts, consistent with the Charter of the United Nations, to the end that no one engages in any activity in Antarctica contrary to the principles or purposes of the present Treaty.

ARTICLE XI

1. If any dispute arises between two or more of the Contracting Parties concerning the interpretation or application of the present Treaty, those Contracting Parties shall consult among themselves with a view to having the dispute resolved by negotiation, inquiry, mediation, conciliation, arbitration, judicial settlement or other peaceful means of their own choice.

2. Any dispute of this character not so resolved shall, with the consent, in each case, of all parties to the dispute, be referred to the International Court of Justice for settlement; but failure to reach agreement on reference to the International Court shall not absolve parties to the dispute from the responsibility of continuing to seek to resolve it by any of the various peaceful means referred to in pargaraph 1 of this Article.

ARTICLE XII

1. (a) The present Treaty may be modified or amended at any time by unanimous agreement of the Contracting Parties whose representatives are entitled to participate in the meetings provided for under Article IX. Any such modification or amendment shall enter into force when the depositary Government has received notice from all such Contracting Parties that they have ratified it.

(b) Such modification or amendment shall thereafter enter into force as to any other Contracting Party when notice of ratification by it has been received by the depositary Government. Any such Contracting Party from which no notice of ratification is received within a period of two years from the date of entry into force of the modification or amendment in accordance with the provisions of subparagraph 1(a) of this Article shall be deemed to have withdrawn from the present Treaty on the date of the expiration of such period.

2. (a) If after the expiration of thirty years from the date of entry into force of the present Treaty, any of the Contracting Parties whose representatives are entitled to participate in the meetings provided for under Article IX so requests by a communication addressed

to the depositary Government, a Conference of all the Contracting Parties shall be held as soon as practicable to review the operation of the Treaty.

(b) Any modification or amendment to the present Treaty which is approved at such a Conference by a majority of the Contracting Parties there represented, including a majority of those whose representatives are entitled to participate in the meetings provided for under Article IX, shall be communicated by the depositary Government to all the Contracting Parties immediately after the termination of the Conference and shall enter into force in accordance with the provisions of paragraph 1 of the present Article.

(c) If any such modification or amendment has not entered into force in accordance with the provisions of subparagraph 1(a) of this Article within a period of two years after the date of its communication to all the Contracting Parties, any Contracting Party may at any time after the expiration of that period give notice to the depositary Government of its withdrawel from the present Treaty; and such withdrawal shall take effect two years after the receipt of the notice by the depositary Government.

ARTICLE XIII

1. The present Treaty shall be subject to ratification by the signatory States. It shall be open for accession by any State which is a Member of the United Nations, or by any other State which may be invited to accede to the Treaty with the consent of all the Contracting Parties whose representatives are entitled to participate in the meetings provided for under Aricle IX of the Treaty.
2. Ratification of or accession to the present Treaty shall be effected by each State in accordance with its constitutional processes.
3. Instruments of ratification and instruments of accession shall be deposited with the Government of the United States of America, hereby designated as the depositary Government.
4. The depositary Government shall inform all signatory and acceding States of the date of each deposit of an instrument of ratification or accession, and the date of entry into force of the Treaty and of any modification or amendment thereto.
5. Upon the deposit of instruments of ratification by all the signatory States, the present Treaty shall enter into force for those States and for States which have deposited instruments of accession. Thereafter the Treaty shall enter into force for any acceding State upon the deposit of its instrument of accession.
6. The present Treaty shall be registered by the depositary Government pursuant to Article 102 of the Charter of the United Nations.

ARTICLE XIV

The present Treaty, done in the English, French, Russian, and Spanish languages, each version being equally authentic, shall be deposited in the archives of the Government of the United States of America, which shall transmit duly certified copies thereof to the Governments of the signatory and acceding States.

* * * * * *

In witness whereof, the undersigned Plenipotentiaries, duly authorized, have signed the present Treaty.

Done at Washington this first day of December, one thousand nine hundred and fifty-nine.

For Argentina:
Adolfo Scilingo
F. Bello
For Australia: Howard Beale
For Belgium: Obert de Thieusies
For Chile:
Marcial Mora M
E. Gajardo V
Julio Escudero
For the French Republic: Pierre Charpentier
For Japan:
Koichiro Asakai
T. Shimoda
For New Zealand: G. D. L. White
For Norway: Paul Koht
For the Union of South Africa: Wentzel C. du Plessis
For the Union of Soviet Socialist Republics: V. Kuznetsov (Romanization)
For the United Kingdom of Great Britain and Northern Ireland:
Harold Caccia
For the United States of America:
Herman Phleger
Paul C. Daniels

Whereas the Senate of the United States of America by their resolution of August 10, 1960, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Treaty;

Whereas the said Treaty was duly ratified by the President of the United States of America on August 18, 1960, in pursuance of the aforesaid advice and consent of the Senate;

Whereas it is provided in Article XIII of the said Treaty that upon the deposit of instruments of ratification by all the signatory States, the said Treaty shall enter into force for those States and for States which have deposited instruments of accession;

Whereas instruments of ratification were deposited with the Government of the United States of America on May 31, 1960 by the United Kingdom of Great Britain and Northern Ireland: on June 21, 1960 by the Union of South Africa; on July 26, 1960 by Belgium; on August 4, 1960 by Japan; on August 18, 1960 by the United States of America; on August 24, 1960 by Norway; on September 16, 1960 by the French Republic; on November 1, 1960 by New Zealand; on November 2, 1960 by the Union of Soviet Socialist Republics; and on June 23, 1961 by Argentina, Australia, and Chile; and an instrument of accession was deposited with the Government of the United States of America on June 8, 1961 by the Polish People's Republic;

And whereas, pursuant to the aforesaid provision of Article XIII of the said Treaty, the Treaty entered into force on June 23, 1961;

Now, therefore, be it known that I, John F. Kennedy, President of the United States of America, do hereby proclaim and make public the Antarctic Treaty to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after June 23, 1961 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

In testimony whereof, I have caused the Seal of the United States of America to be hereunto affixed.

Done at the city of Washington this twenty-third day of June in
the year of our Lord one thousand nine hundred sixty-one
[SEAL] and of the Independence of the United States of America
the one hundred eighty-fifth.

JOHN F. KENNEDY.

By the President:
DEAN RUSK, *Secretary of State.*

SIGNATORIES TO THE ANTARCTIC TREATY

Argentina [1]
Australia [1]
Austria
Belgium [1]
Brazil [1]
Bulgaria
Chile [1]
China [1]
Cuba
Czechoslovakia
Denmark
Ecuador
Finland
France [1]
German Democratic Republic [1, 2]
Germany, Federal Republic of [1, 3]
Greece
Hungary
India [1]
Italy [1]
Japan [1]
Korea, People's Republic of
Korea, Republic of
Netherlands
New Zealand [1]
Norway [1]
Papua New Guinea
Peru
Poland [1]
Romania [2]
South Africa [1]
Spain
Sweden
USSR [1]
United Kingdom [1]
United States [1]
Uruguay [1, 2]

Source: "Treaties in Force", U.S. Department of State, January 1, 1988.

[1] Consultative members under Article IX of the Treaty.
[2] With statement.
[3] Applicable to Land Berlin.

Prohibition of Military or Any Other Hostile Use of Environmental Modification Techniques

Convention done at Geneva May 18, 1977;
Ratification advised by the Senate of the United States of America November 28, 1979;
Ratified by the President of the United States of America December 13, 1979;
Ratification of the United States of America deposited with the Secretary-General of the United Nations January 17, 1980;
Proclaimed by the President of the United States of America February 12, 1980;
Entered into force with respect to the United States of America January 17, 1980.

CONVENTION ON THE PROHIBITION OF MILITARY OR ANY OTHER HOSTILE USE OF ENVIRONMENTAL MODIFICATION TECHNIQUES

The States Parties to this Convention,

Guided by the interest of consolidating peace, and wishing to contribute to the cause of halting the arms race, and of bringing about general and complete disarmament under strict and effective international control, and of saving mankind from the danger of using new means of warfare,

Determined to continue negotiations with a view to achieving effective progress towards further measures in the field of disarmament,

Recognizing that scientific and technical advances may open new possibilities with respect to modification of the environment,

Recalling the Declaration of the United Nations Conference on the Human Environment, adopted at Stockholm on 16 June 1972,[1]

Realizing that the use of environmental modification techniques for peaceful purposes could improve the interrelationship of man and nature and contribute to the preservation and improvement of the environment for the benefit of present and future generations,

Recognizing, however, that military or any other hostile use of such techniques could have effects extremely harmful to human welfare,

Desiring to prohibit effectively military or any other hostile use of environmental modification techniques in order to eliminate the dangers to mankind from such use, and affirming their willingness to work towards the achievement of this objective,

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[1] *Department of State Bulletin*, July 24, 1972, p. 116.

Desiring also to contribute to the strengthening of trust among nations and to the further improvement of the international situation in accordance with the purposes and principles of the Charter of the United Nations,[1]

Have agreed as follows:

Article I

1. Each State Party to this Convention undertakes not to engage in military or any other hostile use of environmental modification techniques having widespread, long-lasting or severe effects as the means of destruction, damage or injury to any other State Party.

2. Each State Party to this Convention undertakes not to assist, encourage or induce any State, group of States or international organization to engage in activities contrary to the provisions of paragraph 1 of this article.

Article II

As used in article I, the term "environmental modification techniques" refers to any technique for changing - through the deliberate manipulation of natural processes - the dynamics, composition or structure of the Earth, including its biota, lithosphere, hydrosphere and atmosphere, or of outer space.

Article III

1. The provisions of this Convention shall not hinder the use of environmental modification techniques for peaceful purposes and shall be without prejudice to the generally recognized principles and applicable rules of international law concerning such use.

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[1] TS 993; 59 Stat. 1031.

2. The States Parties to this Convention undertake to facilitate, and have the right to participate in, the fullest possible exchange of scientific and technological information on the use of environmental modification techniques for peaceful purposes. States Parties in a position to do so shall contribute, alone or together with other States or international organizations, to international economic and scientific co-operation in the preservation, improvement and peaceful utilization of the environment, with due consideration for the needs of the developing areas of the world.

Article IV

Each State Party to this Convention undertakes to take any measures it considers necessary in accordance with its constitutional processes to prohibit and prevent any activity in violation of the provisions of the Convention anywhere under its jurisdiction or control.

Article V

1. The States Parties to this Convention undertake to consult one another and to co-operate in solving any problems which may arise in relation to the objectives of, or in the application of the provisions of, the Convention. Consultation and co-operation pursuant to this article may also be undertaken through appropriate international procedures within the framework of the United Nations and in accordance with its Charter. These international procedures may include the services of appropriate international organizations, as well as of a Consultative Committee of Experts as provided for in paragraph 2 of this article.

2. For the purposes set forth in paragraph 1 of this article, the Depositary shall, within one month of the receipt of a request from any State Party to this Convention, convene a Consultative Committee of Experts. Any State Party may appoint an expert to the Committee whose functions and rules of procedure are set out in the annex, which constitutes an integral part of this Convention. The Committee shall transmit to the Depositary a summary of its findings of fact, incorporating all views and information presented to the Committee during its proceedings. The Depositary shall distribute the summary to all States Parties.

3. Any State Party to this Convention which has reason to believe that any other State Party is acting in breach of obligations deriving from the provisions of the Convention may lodge a complaint with the Security Council of the United Nations. Such a complaint should include all relevant information as well as all possible evidence supporting its validity.

4. Each State Party to this Convention undertakes to co-operate in carrying out any investigation which the Security Council may initiate, in accordance with the provisions of the Charter of the United Nations, on the basis of the complaint received by the Council. The Security Council shall inform the States Parties of the results of the investigation.

5. Each State Party to this Convention undertakes to provide or support assistance, in accordance with the provisions of the Charter of the United Nations, to any State Party which so requests, if the Security Council decides that such Party has been harmed or is likely to be harmed as a result of violation of the Convention.

Article VI

1. Any State Party to this Convention may propose amendments to the Convention. The text of any proposed amendment shall be submitted to the Depositary, who shall promptly circulate it to all States Parties.

2. An amendment shall enter into force for all States Parties to this Convention which have accepted it, upon the deposit with the Depositary of instruments of acceptance by a majority of States Parties. Thereafter it shall enter into force for any remaining State Party on the date of deposit of its instrument of acceptance.

Article VII

This Convention shall be of unlimited duration.

Article VIII

1. Five years after the entry into force of this Convention, a conference of the States Parties to the Convention shall be convened by the Depositary at Geneva, Switzerland. The conference shall review the operation of the Convention with a view to ensuring that its purposes and provisions are being realized, and shall in particular examine the effectiveness of the provisions of paragraph 1 of article I in eliminating the dangers of military or any other hostile use of environmental modification techniques.

2. At intervals of not less than five years thereafter, a majority of the States Parties to this Convention may obtain, by submitting a proposal to this effect to the Depositary, the convening of a conference with the same objectives.

3. If no conference has been convened pursuant to paragraph 2 of this article within ten years following the conclusion of a previous conference, the Depositary shall solicit the views of all States Parties to this Convention concerning the convening of such a conference. If one third or ten of the States Parties, whichever number is less, respond affirmatively, the Depositary shall take immediate steps to convene the conference.

Article IX

1. This Convention shall be open to all States for signature. Any State which does not sign the Convention before its entry into force in accordance with paragraph 3 of this article may accede to it at any time.

2. This Convention shall be subject to ratification by signatory States. Instruments of ratification or accession shall be deposited with the Secretary-General of the United Nations.

3. This Convention shall enter into force upon the deposit of instruments of ratification by twenty Governments in accordance with paragraph 2 of this article.

4. For those States whose instruments of ratification or accession are deposited after the entry into force of this Convention, it shall enter into force on the date of the deposit of their instruments of ratification or accession.

5. The Depositary shall promptly inform all signatory and acceding States of the date of each signature, the date of deposit of each instrument of ratification or accession and the date of the entry into force of this Convention and of any amendments thereto, as well as of the receipt of other notices.

6. This Convention shall be registered by the Depositary in accordance with Article 102 of the Charter of the United Nations.

Article X

This Convention, of which the English, Arabic, Chinese, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall send duly certified copies thereof to the Governments of the signatory and acceding States.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Convention, opened for signature at Geneva on the eighteenth day of May, one thousand nine hundred and seventy-seven.

Annex to the Convention

Consultative Committee of Experts

1. The Consultative Committee of Experts shall undertake to make appropriate findings of fact and provide expert views relevant to any problem raised pursuant to paragraph 1 of article V of this Convention by the State Party requesting the convening of the Committee.

2. The work of the Consultative Committee of Experts shall be organized in such a way as to permit it to perform the functions set forth in paragraph 1 of this annex. The Committee shall decide procedural questions relative to the organization of its work, where possible by consensus, but otherwise by a majority of those present and voting. There shall be no voting on matters of substance.

3. The Depositary or his representative shall serve as the Chairman of the Committee.

4. Each expert may be assisted at meetings by one or more advisers.

5. Each expert shall have the right, through the Chairman, to request from States, and from international organizations, such information and assistance as the expert considers desirable for the accomplishment of the Committee's work.

SIGNATORIES TO THE TREATY ON ENVIRONMENTAL MODIFICATION

- Afghanistan
- Antigua and Barbuda
- Argentina [1]
- Australia
- Bangladesh
- Belgium
- Benin
- Brazil
- Brunei
- Bulgaria
- Byelorussian SSR [2]
- Canada
- Cape Verde
- Cuba
- Cyprus
- Czechoslovakia
- Denmark
- Dominica
- Egypt
- Finland
- German Democratic Republic
- Germany, Federal Republic of [3]
- Ghana
- Greece
- Hungary
- India
- Ireland
- Italy
- Japan
- Korea, People's Republic of
- Korea, Republic of
- Kuwait
- Laos
- Malawi
- Mongolia
- Netherlands
- New Zealand
- Norway
- Pakistan
- Papua New Guinea
- Poland
- Romania
- St. Christopher and Nevis
- St. Lucia
- St. Vincent and the Grenadines
- Sao Tome and Principe
- Solomon Islands
- Spain
- Sri Lanka
- Sweden
- Tunisia
- Ukrainian SSR [2]
- USSR
- United Kingdom
- United States
- Vietnam
- Yemen (Aden)
- Yemen (Sanaa)

Source: "Treaties in Force," U.S. Department of State, January 1, 1988.

[1] With declaration.

[2] The United States considers this Republic as already covered by the signature affixed to this treaty by the U.S.S.R.

[3] Applicable to West Berlin.

PART 2

U.S. SPACE LAW DOCUMENTS

SECTION 6

TEXTS OF MAJOR U.S. SPACE LAW AND POLICY DOCUMENTS

NATIONAL AERONAUTICS AND SPACE ACT OF 1958, AS AMENDED

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NATIONAL AERONAUTICS AND SPACE ACT OF 1958, AS AMENDED

AN ACT To provide for research into problems of flight within and outside the earth's atmosphere, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

TITLE I–SHORT TITLE, DECLARATION OF POLICY, AND DEFINITIONS

Public Law 85-568, 85th Congress, H.R. 12575. July 29, 1958. 72 Stat. 426.

SHORT TITLE

Sec. 101. This Act may be cited as the "National Aeronautics and Space Act of 1958."

DECLARATION OF POLICY AND PURPOSE

Sec. 102. (a) The Congress hereby declares that it is the policy of the United States that activities in space should be devoted to peaceful purposes for the benefit of all mankind.

42 U.S.C. 2451.

(b) The Congress declares that the general welfare and security of the United States require that adequate provision be made for aeronautical and space activities. The Congress further declares that such activities shall be the responsibility of, and shall be directed by, a civilian agency exercising control over aeronautical and space activities sponsored by the United States, except that activities peculiar to or primarily associated with the development of weapons systems, military operations, or the defense of the United States (including the research and development necessary to make effective provision for the defense of the United States) shall be the responsibility of, and shall be directed by, the Department of Defense; and that determination as to which such agency has responsibility for and direction of any such activity shall be made by the President in conformity with section 201(e).

(c) The Congress declares that the general welfare of the United States requires that the National Aeronautics and Space Administration (as established by title II of this Act) seek and encourage to the maximum extent possible the fullest commercial use of space.[1]

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[1] Subsection (c) was added by the "National Aeronautics and Space Administration Authorization Act, 1985," Public Law 98-361, July 16, 1984, section 110(a) (98 Stat. 426) and required a relettering of the subsequent subsections.

(d) The aeronautical and space activities of the United States shall be conducted so as to contribute materially to one or more of the following objectives:

(1) The expansion of human knowledge of the Earth and[2] of phenomena in the atmosphere and space;

(2) The improvement of the usefulness, performance, speed, safety, and efficiency of aeronautical and space vehicles;

(3) The development and operation of vehicles capable of carrying instruments, equipment, supplies, and living organisms through space;

(4) The establishment of long-range studies of the potential benefits to be gained from, the opportunities for, and the problems involved in the utilization of aeronautical and space activities for peaceful and scientific purposes;

(5) The preservation of the role of the United States as a leader in aeronautical and space science and technology and in the application thereof to the conduct of peaceful activities within and outside the atmosphere;

(6) The making available to agencies directly concerned with national defense of discoveries that have military value or significance, and the furnishing by such agencies, to the civilian agency established to direct and control nonmilitary aeronautical and space activities, of information as to discoveries which have value or significance to that agency;

(7) Cooperation by the United States with other nations and groups of nations in work done pursuant to this Act and in the peaceful application of the results thereof;

(8) The most effective utilization of the scientific and engineering resources of the United States, with close cooperation among all interested agencies of the United States in order to avoid unnecessary duplication of effort, facilities, and equipment; and;

(9) The preservation of the United States preeminent position in aeronautics and space through research and technology development related to associated manufacturing processes.

(e) The Congress declares that the general welfare of the United States requires that the unique competence in scientific and engineering systems of the National Aeronautics and Space Administration also be directed toward ground propulsion systems research and development. Such development shall be conducted so as to contribute to the objectives of developing energy- and petroleum-conserving ground propulsion systems and of minimizing the environmental degradation caused by such systems.[3]

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[2] The clause, "of the Earth and" was added by the "National Aeronautics and Space Administration Authorization Act, 1985," Public Law 98-361, July 16, 1984, section 110(b) (98 Stat. 426).

(f) The Congress declares that the general welfare of the United States requires that the unique competence in scientific and engineering systems of the National Aeronautics and Space Administration also be directed toward the development of advanced automobile propulsion systems. Such development shall be conducted so as to contribute to the achievement of the purposes set forth in section 302(b) of the Automotive Propulsion Research and Development Act of 1978.[4]

(g) The Congress declares that the general welfare of the United States requires that the unique competence of the National Aeronautics and Space Administration in science and engineering systems be directed to assisting in bioengineering research, development, and demonstration programs designed to alleviate and minimize the effects of disability.[5]

(h) It is the purpose of this Act to carry out and effectuate the policies declared in subsections (a), (b), (c), (d), (e), (f), and (g).

DEFINITIONS

Sec. 103. As used in this Act— 42 U.S.C. 2452.

(1) the term "aeronautical and space activities" means (A) research into, and the solution of, problems of flight within and outside the Earth's atmosphere; (B) the development, construction, testing, and operation for research purposes of aeronautical and space vehicles; (C) the operation of a space transportation system including the Space Shuttle, upper stages, space platforms, and

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[3] This subsection was added by the "Electric and Hybrid Vehicle Research, Development, and Demonstration Act of 1976," Public Law 94-413, September 17, 1976, section 15, (90 Stat. 1270) and was subsection (d) before the new subsection (c) was added by the "NASA Authorization Act, 1985."

[4] This subsection was added by the "Department of Energy Act of 1978—Civilian Applications", Public Law 95-238, February 25, 1978, section 311 (92 Stat. 47) and was subsection (e) before the new subsection (c) required relettering.

[5] This subsection was added by the "National Aeronautics and Space Administration Authorization Act, 1979," Public Law 95-401, September 30, 1978, section 7 (92 Stat. 860) and was subsection (f) before the new subsection (c) required relettering and redesignated old subsection (g) as subsection (h).

related equipment;"[6] and (D) such other activities as may be required for the exploration of space; and

(2) the term "aeronautical and space vehicles" means aircraft, missiles, satellites, and other space vehicles, manned and unmanned, together with related equipment, devices, components, and parts.

TITLE II—COORDINATION OF AERONAUTICAL AND SPACE ACTIVITIES NATIONAL AERONAUTICS AND SPACE COUNCIL

[Sec. 201. (a) There is hereby established, in the Executive Office of the President, the National Aeronautics and Space Council...][7]

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

42 U.S.C. 2472.
Establishment;
Administrator.

Sec. 202.[8] (a) There is hereby established the National Aeronautics and Space Administration (hereinafter called the "Administration"). The Administration shall be headed by an Administrator, who shall be appointed from civilian life by the President by and with the advice and consent of the Senate. Under the supervision and direction of the President, the Administrator shall be responsible for the exercise of all powers and the discharge of all duties of the Administration, and shall have authority and control over all personnel and activities thereof.

Deputy
Administrator.

(b) There shall be in the Administration a Deputy Administrator, who shall be appointed from civilian life by the President by and with the advice and consent of the Senate and shall perform such duties and exercise such powers as the Administrator may prescribe. The Deputy Administrator shall act for, and exercise the powers of, the Administrator during his absence or disability.

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[6] Subsection (C) was added by the "National Aeronautics and Space Administration Authorization Act. 1984," Public Law 98-52, July 15, 1983, section 108 (97 Stat. 285).

[7] Reorganization Plan No. 1 of 1973, 38 Federal Register 9579, April 18, 1973 (87 Stat. 1089), abolished the National Aeronautics and Space Council together with its functions, effective July 1, 1973.

[8] The Federal Executive Salary Act of 1964, Public Law 88-426, August 14, 1964, section 305 (12), (78 Stat. 423), repealed the language in section 202 (72 Stat. 429) fixing the compensation of the Administrator and Deputy Administrator at per annum rates of $22,500 and $21,500 respectively. In lieu thereof, the positions of Administrator and Deputy Administrator were placed in level II and level III, respectively, of the Federal Executive Salary Schedule. In addition, the Federal Executive Salary Act of 1964 placed 10 other NASA positions in designated levels of the Federal Executive Salary Schedule (78 Stat. 416, as amended, 5 U.S.C. 5311-5317). See Appendix A, sec. II, 1, at p. 26 of the October 1983 version of the "National Aeronautics and Space Act of 1958, as Amended, and Related Legislation."

(c) The Administrator and the Deputy Administrator shall not engage in any other business, vocation, or employment while serving as such. Restriction.

FUNCTIONS OF THE ADMINISTRATION

Sec. 203. (a) The Administration, in order to carry out the purpose of this Act, shall— 42 U.S.C. 2473.

(1) plan, direct, and conduct aeronautical and space activities;

(2) arrange for participation by the scientific community in planning scientific measurements and observations to be made through use of aeronautical and space vehicles, and conduct or arrange for the conduct of such measurements and observations; and

(3) provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof.

(b)(1) The Administration shall, to the extent of appropriated funds, initiate, support, and carry out such research, development, demonstration, and other related activities in ground propulsion technologies as are provided for in sections 4 through 10 of the Electric and Hybrid Vehicle Research, Development, and Demonstration Act of 1976.[9]

(2) The Administration shall initiate, support, and carry out such research, development, demonstrations, and other related activities in solar heating and cooling technologies (to the extent that funds are appropriated therefor) as are provided for in sections 5, 6, and 9 of the Solar Heating and Cooling Demonstration Act of 1974.[10] Solar Heating and Cooling.

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[9] The "Electric and Hybrid Vehicle Research, Development, and Demonstration Act of 1976," Public Law 94-413, September 17, 1976, section 15 (90 Stat. 1270) added this new subsection. Subsections b (1) and (2) were relettered by the "National Aeronautics and Space Administration Authorization Act, 1979," Public Law 95-401, September 30, 1978, section 6 (92 Stat. 860), to correct a misslettering which resulted from the enactment of Public Law 94-413.

[10] The "Solar Heating and Cooling Demonstration Act of 1974," Public Law 93-409, September 3, 1974, section 4 (88 Stat. 1070), added this new subsection. See Appendix A, sec. VIII, 1 at p. 86 of the October 1983 version of the "National Aeronautics and Space Act of 1958, as Amended, and Related Legislation."

Functions.

(c) In the performance of its functions the Administration is authorized—

Rules and regulations.

(1) to make, promulgate, issue, rescind, and amend rules and regulations governing the manner of its operations and the exercise of the powers vested in it by law;

Employee appointment and compensation.

Excepted positions.

Entrance grades; scientific and engineering personnel.

(2) to appoint and fix the compensation of such officers and employees as may be necessary to carry out such functions. Such officers and employees shall be appointed in accordance with the civil service laws and their compensation fixed in accordance with the Classification Act of 1949, except that (A) to the extent the Administrator deems such action necessary to the discharge of his responsibilities, he may appoint not more than four hundred and twenty-five of the scientific, engineering, and administrative personnel of the Administration without regard to such laws, and may fix the compensation of such personnel not in excess of the highest rate of grade 18 of the General Schedule of the Classification Act of 1949, as amended and[11] (B) to the extent the Administrator deems such action necessary to recruit specially qualified scientific and engineering talent, he may establish the entrance grade for scientific and engineering personnel without previous service in the Federal Government at a level up to two grades higher than the grade provided for such personnel under the General Schedule established by the Classification Act of 1949, and fix their compensation accordingly;

Acquisition, construction, maintenance, etc.

Lease of buildings.

(3) to acquire (by purchase, lease, condemnation, or otherwise), construct, improve, repair, operate, and maintain laboratories, research and testing sites and facilities, aeronautical and space vehicles, quarters and related accommodations for employees and dependents of employees of the Administration, and such other real and personal property (including patents), or any interest therein, as the Administration deems necessary within and outside the continental United States; to acquire by lease or otherwise, through the Administrator of General Services, buildings or parts of buildings in the District of Columbia for the use of the Administration for a period not to exceed ten years without regard to the Act of March 3,

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[11] Section 414(a)(2) of the "Civil Service Reform Act of 1978," Public Law 95-454, October 13, 1978 (92 Stat. 1177) terminated the authority of any agency (other than pursuant to 5 U.S.C. 3104—see Appendix A, Sec. II, 3 at p. 26 of the October 1983 version of the "National Aeronautics and Space Act of 1958, as Amended, and Related Legislation") to establish scientific or professional positions outside the General Schedule. NASA has taken the position that this Act did not repeal NASA's authority.

Disposal of property.

Cafeterias and other facilities for employees.

1877 (40 U.S.C. 34);[12] to lease to others such real and personal property; to sell and otherwise dispose of real and personal property (including patents and rights thereunder) in accordance with the provisions of the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 471 et seq.); and to provide by contract or otherwise for cafeterias and other necessary facilities for the welfare of employees of the Administration at its installations and purchase and maintain equipment therefor;

Gifts.

(4) to accept unconditional gifts or donations of services, money, or property, real, personal, or mixed, tangible or intangible;

Contracts, leases, and other transactions.

Small-business participation.

(5) without regard to section 3648 of the Revised Statutes, as amended (31 U.S.C. 529), to enter into and perform such contracts, leases, cooperative agreements, or other transactions as may be necessary in the conduct of its work and on such terms as it may deem appropriate, with any agency or instrumentality of the United States, or with any State, Territory, or possession, or with any political subdivision thereof, or with any person, firm, association, corporation, or educational institution. To the maximum extent practicable and consistent with the accomplishment of the purposes of this Act, such contracts, leases, agreements, and other transactions shall be allocated by the Administrator in a manner which will enable small-business concerns to participate equitably and proportionately in the conduct of the work of the Administration;

Agency cooperation in use of services; equipment, etc.

(6) to use, with their consent, the services, equipment, personnel, and facilities of Federal and other agencies with or without reimbursement, and on a similar basis to cooperate with other public and private agencies and instrumentalities in the use of services, equipment, and facilities. Each department and agency of the Federal Government shall cooperate fully with the Administration in making its services, equipment, personnel, and facilities available to the Administration, and any such department or agency is authorized, notwithstanding any other provision of law, to transfer to or to receive from the Administration, without reimbursement, aeronautical and space vehicles, and supplies and equipment other than administrative supplies or equipment;

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[12] 40 U.S.C. 34 provides that "no contract shall be made for the rent of any building...to be used for the purposes of the Government in the District of Columbia, until an appropriation therefor shall have been made in terms by Congress..." The authority of NASA to lease buildings in the District of Columbia was added to section 203(c)(3) by Public Law 86-20, May 13, 1959 (73 Stat. 21), to remedy the peculiar situation at that time where the agency had the money but no authority, and GSA had the authority but no money, to provide the agency with its own office space.

Advisory committees.

(7) to appoint such advisory committees as may be appropriate for purposes of consultation and advice to the Administration in the performance of its functions;

Coordination with related activities.

(8) to establish within the Administration such offices and procedures as may be appropriate to provide for the greatest possible coordination of its activities under this Act with related scientific and other activities being carried on by other public and private agencies and organizations;

Experts and consultants.

(9) to obtain services as authorized by section 3109 of title 5, United States Code, but at rates for individuals not to exceed the per diem rate equivalent to the rate for GS-18;[13]

Employment of aliens.

(10) when determined by the Administrator to be necessary, and subject to such security investigations as he may determine to be appropriate, to employ aliens without regard to statutory provisions prohibiting payment of compensation to aliens;

NASA installations, visitor facilities, concessions.

(11) to provide by concession, without regard to section 321 of the Act of June 30, 1932 (47 Stat. 412; 40 U.S.C. 303b), on such terms as the Administrator may deem to be appropriate and to be necessary to protect the concessioner against loss of his investment in property (but not anticipated profits) resulting from the Administration's discretionary acts and decisions, for the construction, maintenance, and operation of all manner of facilities and equipment for visitors to the several installations of the Administration and, in connection therewith, to provide services incident to the dissemination of information concerning its activities to such visitors, without charge or with a reasonable charge therefor (with this authority being in addition to any other authority which the Administration may have to provide facilities, equipment, and services for visitors to its installations). A concession agreement under this paragraph may be negotiated with any qualified proposer following due consideration of all proposals received after reasonable public notice of the intention to contract. The concessioner shall be afforded a reasonable opportunity to make a profit commensurate with the capital invested and the obligations assumed, and the consideration paid by him for the concession shall be based on the probable value of such opportunity and not on maximizing revenue to the United States. Each concession agreement shall specify the manner in which the concessioner's records are to be maintained, and shall provide for access to any such records by the Administration and the Comptroller General of

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[13] Previous language authorizing pay not to exceed $100 per diem was amended to read as stated above by the "National Aeronautics and Space Administration Authorization Act, 1975," Public Law 93-316, June 22, 1974, section 6 (88 Stat. 243).

the United States for a period of five years after the close of the business year to which such records relate. A concessioner may be accorded a possessory interest, consisting of all incidents of ownership except legal title (which shall vest in the United States), in any structure, fixture, or improvement he constructs or locates upon land owned by the United States; and, with the approval of the Administration, such possessory interest may be assigned, transferred, encumbered, or relinquished by him, and, unless otherwise provided by contract, shall not be extinguished by the expiration or other termination of the concession and may not be taken for public use without just compensation;[14]

(12) with the approval of the President, to enter into cooperative agreements under which members of the Army, Navy, Air Force, and Marine Corps may be detailed by the appropriate Secretary for services in the performance of functions under this Act to the same extent as that to which they might be lawfully assigned in the Department of Defense;

Claims against United States.

(13)(A) to consider, ascertain, adjust, determine, settle, and pay, on behalf of the United States, in full satisfaction thereof, any claim for $25,000 [15] or less against the United States for bodily injury, death, or damage to or loss of real or personal property resulting from the conduct of the Administration's functions as specified in subsection (a) of this section where such claim is presented to the Administration in writing within two years after the accident or incident out of which the claim arises; and

(B) if the Administration considers that a claim in excess of $25,000 is meritorious and would otherwise be covered by this paragraph, to report the facts and circumstances thereof to the Congress for its consideration;[16] and

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[14] The "National Aeronautics and Space Administration Authorization Act, 1974," Public Law 93-74, July 23, 1973, section 6(87 Stat. 174) added paragraph 11. Previously, title IV, section 402 (a)(34) of the Dual Compensation Act (Public Law 88-448, August 19, 1964, 78 Stat. 495) repealed the original section 203 (b)(11), (72 Stat. 431), which had authorized NASA "to employ retired commissioned officers of the armed forces of the United States and compensate them at the rate..."

[15] The "National Aeronautics and Space Administration Authorization Act, 1980," Public Law 96-48, August 8, 1979, section 6(a), (93 Stat. 348) substituted "$25,000" for "$5,000" each place it appeared.

[16] This section was amplified by the Supplemental Appropriations Act of 1978, Sec. 201 of Public Law 95-240, to submit the claim to the Comp. Gen., as provided in 31 U.S.C. 1304. NASA, like other Federal agencies can settle claims under the Federal Tort Claims Act as amended (28 U.S.C. 2671-2680).

[14] Repealed.[17]

Sec. 204. [Civilian-Military Liaison Committee] abolished[18]

INTERNATIONAL COOPERATION

Sec. 205. The Administration, under the foreign policy guidance of the President, may engage in a program of international cooperation in work done pursuant to this Act, and in the peaceful application of the results thereof, pursuant to agreements made by the President with the advice and consent of the Senate.[19]

42 U.S.C. 2475.

REPORTS TO CONGRESS

Sec. 206. (a) The President shall transmit to the Congress in January of each year a report, which shall include (1) a comprehensive description of the programmed activities and the accomplishments of all agencies of the United States in the field of aeronautics and space activities during the preceding calendar year, and (2) an evaluation of such activities and accomplishments in terms of the attainment of, or the failure to attain, the objectives described in section 102(c) of this Act.*

42 U.S.C. 2476.
President's
annual report of
aeronautics and
space activities.

(b) Any report made under this section shall contain such recommendations for additional legislation as the Administrator or the President may consider necessary or desirable for the attainment of the objectives described in section 102(c) of this Act.*

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[17] The "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," Public Law 91-646, January 2, 1971, section 220(a)(2), (84 Stat. 1903), repealed section 203(b)(14) which had dealt with relocation assistance and had been added by the "National Aeronautics and Space Administration Authorization Act, 1963," Public Law 87-585, August 14, 1962, section 6 (76 Stat. 384).

[18] This section has been omitted since the Committee was abolished and its functions, together with the function of its chairman and other officers, were transferred to the President by Reorganization Plan No. 4 of 1965, effective July 27, 1965 (30 Federal Register 9253, July 28, 1965, 79 Stat. 1319).

[19] President Eisenhower, upon the signing of the National Aeronautics and Space Act of 1958, singled out and made the following statement about section 205: "I regard this section merely as recognizing that international treaties may be made in this field, and as not precluding, in appropriate cases, less formal arrangements for cooperation. To construe the section otherwise would raise substantial constitutional questions."

*102(c) is an incorrect reference. It should read 102(d).

(c) No information which has been classified for reasons of national security shall be included in any report made under this section, unless such information has been declassified by, or pursuant to authorization given by, the President.[20]

DISPOSAL OF EXCESS LAND

42 U.S.C. 2476a.
Approval by congressional committees.

Sec. 207. Notwithstanding provisions of this or any other law, the Administration may not report to a disposal agency as excess to the needs of the Administration any land having an estimated value in excess of $50,000 which is owned by the United States and under the jurisdiction and control of the Administration, unless (A) a period of thirty days has passed after the receipt by the Speaker and the Committee on Science and Astronautics of the House of Representatives and the President and the Committee on Aeronautics and Spaces Sciences of the Senate [21] of a report by the Administrator or his designee containing a full and complete statement of the action proposed to be taken and the facts and circumstances relied upon in support of such action, or (B) each such committee before the expiration of such period has transmitted to the Administrator written notice to the effect that such committee has no objection to the the proposed action.[22]

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[20] The "National Aeronautics and Space Administration Authorization Act, 1972," Public Law 92-68, August 6, 1971, section 7 (85 Stat. 177), repealed the original subsection (a) of section 206 and relettered the remaining subsections (b), (c) and (d) as (a), (b) and (c).

[21] The "Committee Reform Amendments of 1974" (October 8, 1974), changed the name of the Committee on Science and Astronautics of the House of Representatives to the Committee on Science and Technology. The Committee on Aeronautical and Space Sciences of the Senate was abolished and its jurisdiction transferred to the new Committee on Commerce, Science and Transportation, especially the Subcommittee on Science, Technology and Space thereof, by the "Committee System Reorganization Amendments of 1977" (February 2, 1977).

[22] The "National Aeronautics and Space Administration Authorization Act, 1974," Public Law 93-74, July 23, 1973, section 7 (87 Stat. 175), added section 207. Clause (B) is now unconstitutional under the Supreme Court's legislative veto decision, Immigration and Naturalization Service v. Chadha, 462 U.S. 919, 103 S Ct. 2764 (1983), 51 USLW 4907.

DONATIONS FOR SPACE SHUTTLE ORBITER[23]

Sec. 208. (a) The Administrator may accept gifts and donations of services, money, and real, personal, tangible, and intangible property, and use such gifts and donations for the construction of a space shuttle orbiter.

(b) (1) The authority of the Administrator to accept gifts or donations pursuant to subsection (a) of this section shall terminate five years after the date of the enactment of this section.

(2) All gifts and donations accepted by the Administrator pursuant to subsection (a) of this section which are not needed for construction of a space shuttle orbiter shall be used by the Administrator for an appropriate purpose—

(A) in tribute to the dedicated crew of the space shuttle Challenger; and

(B) in furtherance of the exploration of space.

(c) The name of a space shuttle orbiter constructed in whole or in part with gifts or donations whose acceptance and use are authorized by subsection (a) of this section shall be selected by the Administrator from among suggestions submitted by students in elementary and secondary schools.

TITLE III—MISCELLANEOUS

NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS

Sec. 301. (a) The National Advisory Committee for Aeronautics, on the effective date of this section, shall cease to exist. On such date all functions, powers, duties, and obligations, and all real and personal property, personnel (other than members of the Committee), funds and records of that organization, shall be transferred to the Administration.

Note under 42 U.S.C. 2472.
Termination.
Transfer of Functions.

(b) Section 2302 of title 10 of the United States Code is amended by striking out "or the Executive Secretary of the National Advisory Committee for Aeronautics." and inserting in lieu thereof "or the Administrator of the National Aeronautics and Space Administration."; and section 2303 of such title 10 is amended by striking out "of the National Advisory Committee for Aeronautics." and inserting in lieu thereof "The National Aeronautics and Space Administration."

Procurement.

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[23] The "National Aeronautics and Space Administration Authorization Act of 1988," Public Law 100-147, October 30, 1987 (101 Stat. 860).

National security; suspension of employees.

(c) The first section of the Act of August 26, 1950 (5 U.S.C. 22-1),[24] is amended by striking out "the Director, National Advisory Committee for Aeronautics" and inserting in lieu thereof "the Administrator of the National Aeronautics and Space Administration", and by striking out "or National Advisory Committee for Aeronautics" and inserting in lieu thereof "or National Aeronautics and Space Administration".

Unitary Wind Tunnel Plan Act of 1949.

(d) The Unitary Wind Tunnel Plan Act of 1949 (50 U.S.C. 511-515) is amended (1) by striking out "The National Advisory Committee for Aeronautics (hereinafter referred to as the 'Committee')" and inserting in lieu thereof "The Administrator of the National Aeronautics and Space Administration (hereinafter referred to as the 'Administrator')"; (2) by striking out "Committee" or "Committee's" wherever they appear and inserting in lieu thereof "Administrator" and "Administrator's", respectively; and (3) by striking out "its" wherever it appears and inserting in lieu thereof "his."

Effective date.

Publication in F.R.

(e) This section shall take effect ninety days after the date of the enactment of this Act, or on any earlier date on which the Administrator shall determine, and announce by proclamation published in the Federal Register, that the Administration has been organized and is prepared to discharge the duties and exercise the powers conferred upon it by this Act.[25]

TRANSFER OF RELATED FUNCTIONS

Sec. 302. (a) Subject to the provisions of this section, the President, for a period of four years after the date of enactment of this Act, may transfer to the Administration any functions (including powers, duties, activities, facilities, and parts of functions) of any other department or agency of the United States or of any officer or organizational entity thereof, which relate primarily to the functions, powers, and duties of the Administration as prescribed by section 203 of this Act. In connection with any such transfer, the President may, under this section or other applicable authority, provide for appropriate transfers of records, property, civilian personnel, and funds.[26]

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[24] The Act of August 26, 1950, was enacted to "protect the national security of the United States by permitting the summary suspension of employment of civilian officers and employees of government." That Act was amended several times and then replaced by 5 U.S.C. 3571, 5594, 7312, 7501(c), 7512(c), and 7532. 5 U.S.C. 5594 was repealed by section 1(34)(B) of Public Law 90-83, September 11, 1967 (81 Stat. 201).

[25] Effective close of business September 30,- 1958, by virture of proclamation of September 25, 1958 (23 Federal Register 7595, September 30, 1958).

(b) Whenever any such transfer is made before January 1, 1959, the President shall transmit to the Speaker of the House of Representatives and the President pro tempore of the Senate a full and complete report concerning the nature and effect of such transfer.

(c) After December 31, 1958, no transfer shall be made under this section until (1) a full and complete report concerning the nature and effect of such proposed transfer has been transmitted by the President to the Congress, and (2) the first period of sixty calendar days of regular session of the Congress following the date of receipt of such report by the Congress has expired without the adoption by the Congress of a concurrent resolution stating that the Congress does not favor such transfer.[27]

ACCESS TO INFORMATION

Sec. 303. Information obtained or developed by the Administrator in the performance of his functions under this Act shall be made available for public inspection; except (A) information authorized or required by Federal statute to be withheld, and (B) information classified to protect the national security: **Provided**, That nothing in this Act shall authorize the witholding of information by the Administrator from the duly authorized committees of the Congress.

42 U.S.C. 2454.
Public inspection exceptions.

SECURITY

Sec. 304. (a) The Administrator shall establish such security requirements, restrictions, and safeguards as he deems necessary in the interest of the national security. The Administrator may arrange with the Office of Per-

42 U.S.C. 2455.
Requirements.
Investigations.

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[26] Transfers pursuant to sec. 302 have been: Executive Order 10783, October 1, 1958, transferring from the Department of Defense the Project VANGUARD and other projects of Advanced Research Projects Agency and of Department of the Air Force relating to space activities; Executive Order 10793, December 3, 1958, transferring from Department of the Army the Jet Propulsion Laboratory (near Pasadena, California); Transfer Plan, delivered to Congress January 14, 1960 effective March 15, 1960, transferring from the Department of Defense the activities of development and research of space vehicle systems and specifically the Development Operations Division of the Army Ballistic Missile Agency (near Huntsville, Alabama).

[27] Clause (2) is unconstitutional under the Supreme Court's legislative veto decision Immigration and Naturalization Service v. Chadha, 462 U.S. 919, 103 S. Ct. 2764 (1983), 51 USLW 4907.

sonnel Management for the conduct of such security or other personnel investigations of the Administration's officers, employees, and consultants, and its contractors and subcontractors and their officers and employees, actual or prospective, as he deems appropriate; and if any such investigation develops any data reflecting that the individual who is the subject thereof is of questionable loyalty the matter shall be referred to the Federal Bureau of Investigation for the conduct of a full field investigation, the results of which shall be furnished to the Administrator.

Referral to F.B.I.

Access to AEC restricted data.

(b) The Atomic Energy Commission[28] may authorize any of its employees, or employees of any contractor, prospective contractor, licensee, or prospective licensee of the Atomic Energy Commission or any other person authorized to have access to Restricted Data by the Atomic Energy Commission under subsection 145b, of the Atomic Energy Act of 1954 (42 U.S.C. 2165(b)), to permit any member, officer, or employee of the Council, or the Administrator, or any officer, employee, member of an advisory committee, contractor, subcontractor, or officer or employee of a contractor or subcontractor of the Administration, to have access to Restricted Data relating to aeronautical and space activities which is required in the performance of his duties and so certified by the Council or the Administrator, as the case may be, but only if (1) the Council or Administrator or designee thereof has determined, in accordance with the established personnel security procedures and standards of the Council or Administration, that permitting such individual to have access to such Restricted Data will not endanger the common defense and security, and (2) the Council or Administrator or designee thereof finds that the established personnel and other security procedures and standards of the Council or Administration are adequate and in reasonable conformity to the standards established by the Atomic Energy Commission under section 145 of the Atomic Energy Act of 1954 (42 U.S.C. 2165). Any individual granted access to such Restricted Data pursuant to this subsection may exchange such Data with any individual who (A) is an officer or employee of the Department of Defense, or any department or agency thereof, or a member of the armed forces, or a contractor or subcontractor of any such department, agency, or armed force, or an officer or employee of any such contractor or subcontractor, and (B) has been authorized to have access to Restricted Data under the provisions of section 143 of the Atomic Energy Act of 1954 (42 U.S.C. 2163).

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[28] The Atomic Energy Commission was abolished and all functions were transferred to the Administrator of the Energy Research and Development Administration (ERDA) (unless otherwise specifically provided) by Public Law 93-438, title I, section 104, Oct 11, 1974 (88 Stat. 1273). ERDA was terminated and its functions transferred to the Secretary of Energy (unless otherwise specifically provided) by Public Law 95-91, title III, section 301, (91 Stat. 577), and title VII, section 703, (91 Stat. 606), August 4, 1977.

Espionage and censorship.

(c)Chapter 37 of title 18 of the United States Code (entitled Espionage and Censorship) is amended by—

(1) adding at the end thereof the following new section:

"§799. Violation of regulations of National Aeronautics and Space Administration."

Violation of regulations.

"Whoever willfully shall violate, attempt to violate, or conspire to violate any regulation or order promulgated by the Administrator of the National Aeronautics and Space Administration for the protection or security of any laboratory, station, base or other facility, or part thereof, or any aircraft, missile, spacecraft, or similar vehicle, or part thereof, or other property or equipment in the custody of the Administration, or any real or personal property or equipment in the custody of any contractor under any contract with the Administration or any subcontactor of any such contractor, shall be fined not more than $5,000, or imprisoned not more than one year, or both."

Penalty.

(2) adding at the end of the sectional analysis thereof the following new item:

"799. Violation of regulations of National Aeronautics and Space Administration."

Protection of NASA officers and employees.

(d) Section 1114 of title 18 of the United States Code is amended by inserting immediately before "while engaged in the performance of his official duties" the following: "or any officer or employee of the National Aeronautics and Space Administration directed to guard and protect property of the United States under the administration and control of the National Aeronautics and Space Administration,".

42 U.S.C. 2456. Permission to use firearms.

(e) The Administrator may direct such of the officers and employees of the Administration as he deems necessary in the public interest, to carry firearms while in the conduct of their official duties. The Administrator may also authorize such of those employees of the contractors and subcontactors of the Administration engaged in the protection of property owned by United States and located at facilities owned by or contracted to the United States as he deems necessary in the public interest, to carry firearms while in the conduct of their official duties.

(f) Under regulations to be prescribed by the Administrator and approved by the Attorney General of the United States, those employees of the Administration and of its contractors and subcontractors authorized to carry firearms under subsection (e) may arrest without warrant for any offense against the United States committed in their presence, or for any felony cognizable under the laws of the United States if they have reasonable grounds to believe that the person to be arrested has committed or is committing such felony. Persons granted authority to make arrests by this subsection may exercise that authority only while guarding and protecting property owned or leased by, or under the control of, the United States under the administration and control of the Administration or one of its contractors or subcontractors, at facilities owned by or contracted to the Administration.

PROPERTY RIGHTS IN INVENTIONS

Sec. 305. (a) Whenever any invention is made in the performance of any work under any contract of the Administration, and the Administrator determines that—

42 U.S.C. 2457. Inventions made in performance of work under contract.

(1) the person who made the invention was employed or assigned to perform research, development, or exploration work and the invention is related to the work he was employed or assigned to perform, or that it was within the scope of his employment duties, whether or not it was made during working hours, or with a contribution by the Government of the use of Government facilities, equipment, materials, allocated funds, information proprietary to the Government, or services of Government employees during working hours; or

(2) the person who made the invention was not employed or assigned to perform research, development, or exploration work, but the invention is nevertheless related to the contract, or to the work or duties he was employed or assigned to perform, and was made during working hours, or with a contribution from the Government of the sort referred to in clause (1),

such invention shall be the exclusive property of the United States, and if such invention is patentable a patent therefor shall be issued to the United States upon application made by the Administrator, unless the Administrator waives all or any part of the rights of the United States to such invention in conformity with the provisions of subsection (f) of this section.

Exclusive property of United States; issuance of patent.

(b) Each contract entered into by the Administrator with any party for the performance of any work shall contain effective provisions under which such party shall furnish promptly to the Administrator a written report containing full and complete technical information concerning any invention, discovery, improvement, or innovation which may be made in the performance of any such work.

Contract provision for reporting inventions, etc.

(c) No patent may be issued to any applicant other than the Administrator for any invention which appears to the Commissioner of Patents to have significant utility in the conduct of aeronautical and space activities unless the applicant files with the Commissioner, with the application or within thirty days after request therefor by the Commissioner, a written statement executed under oath setting forth the full facts concerning the circumstances under which such invention was made and stating the relationship (if any) of such invention to the performance of any work under any contract of the Administration. Copies of each such statement and the application to which it relates shall be transmitted forthwith by the Commissioner to the Administrator.

Patent application.

Patent issuance to applicant.

(d) Upon any application as to which any such statement has been transmitted to the Administrator, the Commissioner may, if the invention is patentable, issue a patent to the applicant unless the Administrator, within ninety days after receipt of such application and statement, requests that such patent be issued to him on behalf of the United States. If, within such time, the Administrator files such a request with the Commissioner, the Commissioner shall transmit notice thereof to the applicant, and shall issue such patent to the Administrator unless the applicant within thirty days after receipt of such notice requests a hearing before a Board of Patent Interferences on the question whether the Administrator is entitled under this section to receive such patent. The Board may hear and determine, in accordance with rules and procedures established for interference cases, the question so presented, and its determination shall be subject to appeal by the applicant or by the Administrator to the United States Court of Appeals for the Federal Circuit [29] in accordance with procedures governing appeals from decisions of the Board of Patent Interferences in other proceedings.

Board of Patent Interferences.

False representations, request for transfer of title of patent.

(e) Whenever any patent has been issued to any applicant in conformity with subsection (d), and the Administrator thereafter has reason to believe that the statement filed by the applicant in connection therewith contained any false representation of any material fact, the Administrator within five years after the date of issuance of such patent may file with the Commissioner a request for the transfer to the Administrator of title to such patent on the records of the Commissioner. Notice of any such request shall be transmitted by the Commissioner to the owner of record of such patent, and title to such patent shall be so transferred to the Administrator unless within thirty days after receipt of such notice such owner of record requests a hearing before a Board of Patent Interferences on the question whether any such false representation was contained in such statement. Such question shall be heard and determined, and determination thereof shall be subject to review, in the manner prescribed by subsection (d) for questions arising thereunder. No request made by the Administrator under this subsection for the transfer of title to any patent, and no prosecution for the violation of any criminal statute, shall be barred by any failure of the Administrator to make a request under subsection (d) for the issuance of such patent to him, or by any notice previously given by the Administrator stating that he had no objection to the issuance of such patent to the applicant therefor.

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[29] The "Federal Courts Improvement Act of 1982," Public Law 97-164, April 2, 1982, Title I, section 162(3), (96 Stat. 49) substituted "United States Courts of Appeals for the Federal Circuit" for "Court of Customs and Patent Appeals."

Waiver of rights to inventions.

(f) Under such regulations in conformity with this subsection as the Administrator shall prescribe, he may waive all or any part of the rights of the United States under this section with respect to any invention or class of inventions made or which may be made by any person or class of persons in the performance of any work required by any contract of the Administration if the Administrator determines that the interests of the United States will be served thereby. Any such waiver may be made upon such terms and under such conditions as the Administrator shall determine to be required for the protection of the interests of the United States. Each such waiver made with respect to any invention shall be subject to the reservation by the Administrator of an irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of such invention throughout the world by or on behalf of the United States or any foreign government pursuant to any treaty or agreement with the United States. Each proposal for any waiver under this subsection shall be referred to an Inventions and Contribution Board which shall be established by the Administrator within the Administration. Such Board shall accord to each interested party an opportunity for hearing, and shall transmit to the Administrator its findings of fact with respect to such proposal and its recommendations for action to be taken with respect thereto.

Inventions and Contributions Board.

License regulations.

[(g)] deleted[30]

Protection of title.

(h) The Administrator is authorized to take all suitable and necessary steps to protect any invention or discovery to which he has title, and to require that contractors or persons who retain title to inventions or discoveries under this section protect the inventions or discoveries to which the Administration has or may acquire a license of use.

Defense agency.

(i) The Administration shall be considered a defense agency of the United States for the purpose of chapter 17 of title 35 of the United States Code.

Definitions.

(j) As used in this section-

(1) the term "person" means any individual, partnership, corporation, association, institution, or other entity;

(2) the term "contract" means any actual or proposed contract, agreement, understanding, or other arrangement, and includes any assignment, substitution of parties, or subcontract executed or entered into thereunder; and

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[30] The "Small Business and University Patent Procedures Act," Public Law 96-517, December 12, 1980, section 7(b), (94 Stat. 3027) deleted subsection (g) which authorized the Administrator to promulgate regulations for the granting of licenses for NASA patents. Section 8(f) of the Act provided that such deletion was effective on July 1, 1981.

(3) the term "made", when used in relation to any invention, means the conception or first actual reduction to practice of such invention.

Definition of vehicle.

(k) Any object intended for launch, launched, or assembled in outer space shall be considered a vehicle for purpose of section 272 of title 35, United States Code [35 U.S.C. 272].[31]

Use of patented invention in space vehicle.

(l) The use or manufacture of any patented invention incorporated in a space vehicle launched by the United States Government for a person other than the United States shall not be considered to be a use or manufacture by or for the United States within the meaning of section 1498(a) of title 28, United States Code (28 U.S.C. 1498(a)) unless the Administration gives an express authorization or consent for such use or manufacture.[32]

CONTRIBUTIONS AWARDS

42 U.S.C. 2458. Application.

Sec. 306. (a) Subject to the provisions of this section, the Administrator is authorized, upon his own initiative or upon application of any person, to make a monetary award, in such amount and upon such terms as he shall determine to be warranted, to any person (as defined by section 305) for any scientific or technical contribution to the Administration which is determined by the Administrator to have significant value in the conduct of aeronautical and space activities. Each application made for any such award shall be referred to the Inventions and Contributions Board established under section 305 of this Act. Such Board shall accord to each such applicant an opportunity for hearing upon such application, and shall transmit to the Administrator its recommendation as to the terms of the award, if any, to be made to such applicant for such contribution. In determining the terms and conditions of any award the Administrator shall take into account—

Referral to Inventions and Contributions Board, hearing and recommendation. Determination by Administrator.

(1) the value of the contribution to the United States;

(2) the aggregate amount of sums which have been expended by the applicant for the development of such contribution;

(3) the amount of any compensation (other than salary received for services rendered as an officer or employee of the Government) previously received by the applicant for or on account of the use of such contribution by the United States; and

(4) such other factors as the Administrator shall determine to be material.

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[31] The "National Aeronautics and Space Administration Authorization Act, 1982," Public Law 97-96, December 21, 1981, section 7 (95 Stat. 1210) added this subsection.

[32] Idem.

Apportionment of award.

(b) If more than one applicant under subsection (a) claims an interest in the same contribution, the Administrator shall ascertain and determine the respective interests of such applicants, and shall apportion any award to be made with respect to such contribution among such applicants in such proportions as he shall determine to be equitable. No award may be made under subsection (a) with respect to any contribution—

Surrender of claims to compensation.

(1) unless the applicant surrenders, by such means as the Administrator shall determine to be effective, all claims which such applicant may have to receive any compensation (other than the award made under this section) for the use of such contribution or any element thereof at any time by or on behalf of United States, or by or on behalf of any foreign government pursuant to any treaty or agreement with the United States, within the United States or at any other place;

Limitation of amount; report to Congress.

(2) in any amount exceeding $100,000, unless the Administrator has transmitted to the appropriate committees of the Congress a full and complete report concerning the amount and terms of, and the basis for, such proposed award, and thirty calendar days of regular session of the Congress have expired after receipt of such report by such committees.

DEFENSE OF CERTAIN MALPRACTICE AND NEGLIGENCE SUITS

42 U.S.C. 2458a.

Sec. 307. (a) The remedy against the United States provided by sections 1346(b) and 2672 of title 28, United States Code, for damages for personal injury, including death, caused by the negligent or wrongful act or omission of any physician, dentist, nurse, pharmacist, or paramedical or other supporting personnel (including medical and dental technicians, nursing assistants, and therapists) of the Administration in the performance of medical, dental, or related health care functions (including clinical studies and investigations) while acting within the scope of his duties or employment therein or therefor shall hereafter be exclusive of any other civil action or proceeding by reason of the same subject matter against such physician, dentist, nurse, pharmacist, or paramedical or other supporting personnel (or the estate of such person) whose act or omission gave rise to such action or proceeding.

Attorney General to defend any civil action for malpractice or negligence.

(b) The Attorney General shall defend any civil action or proceeding brought in any court against any person referred to in subsection (a) of this section (or the estate of such person) for any such injury. Any such person against whom such civil action or proceeding is brought shall deliver within such time after date of service or knowledge of service as determined by the Attorney General, all process served upon such person or an attested true copy thereof to such person's immediate superior or to whomever was designated by the Administrator to receive such papers and such person shall promptly furnish copies of the pleading and process therein to the United States Attorney for the district embracing the place wherein the proceeding is brought to the Attorney General and to the Administrator.

Removal of actions.

(c) Upon a certification by the Attorney General that any person described in subsection (a) was acting in the scope of such person's duties or employment at the time of the incident out of which the suit arose, any such civil action or proceeding commenced in a State court shall be removed without bond at any time before trial by the Attorney General to the district court of the United States of the district and division embracing the place wherein it is pending and the proceeding deemed a tort action brought against the United States under the provisions of title 28, United States Code, and all references thereto. Should a United States district court determine on a hearing ~~on a motion~~ to remand held before a trial on the merits that the case so removed is one in which a remedy by suit within the meaning of subsection (a) of this section is not available against the United States, the case shall be remanded to the State court.

Settlement of claims.

(d) The Attorney General may compromise or settle any claim asserted in such civil action or proceeding in the manner provided in section 2677 of title 28, United States Code, and with the same effect.

(e) For purposes of this section, the provisions of section 2680(h) of title 28, United States Code, shall not apply to any cause of action arising out of a negligent or wrongful act or omission in the performance of medical, dental, or related health care functions (including clinical studies and investigations).

Liability insurance for persons assigned to a foreign country or non-Federal agency.

(f) The Administrator or his designee may, to the extent that the Administrator or his designee deem appropriate, hold harmless or provide liability insurance for any person described in subsection (a) for damages for personal injury, including death, caused by such person's negligent or wrongful act or omission in the performance of medical, dental, or related health care functions (including clinical studies and investigations) while acting within the scope of such person's duties if such person is assigned to a foreign country or detailed for service with other than a Federal department, agency, or instrumentality or if the circumstances are such as are likely to preclude the remedies of third persons against the United States described in section 2679(b) of title 28, United States Code, for such damage or injury.[33]

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[33] A law, "Medical Malpractice—Actions Against U.S.," Public Law 94-464, October 8, 1976, section 3 (90 Stat. 1988), added this new section 307 and redesignated old section 307 as section 308.

INSURANCE AND INDEMNIFICATION[34]

42 U.S.C. 2458b.
Authorization to provide liability insurance.

Sec. 308. (a) The Administration is authorized on such terms and to the extent it may deem appropriate to provide liability insurance for any user of a space vehicle to compensate all or a portion of claims by third parties for death, bodily injury, or loss of or damage to property resulting from activities carried on in connection with the launch, operations or recovery of the space vehicle. Appropriations available to the Administration may be used to acquire such insurance, but such appropriations shall be reimbursed to the maximum extent practicable by the users under reimbursement policies established pursuant to section 203(c) of this Act (42 USCS S2473(c)).

Indemnification of user.

(b) Under such regulations in conformity with this section as the Administrator shall prescribe taking into account the availability, cost and terms of liability insurance, any agreement between the Administration and a user of a space vehicle may provide that the United States will indemnify the user against claims (including reasonable expenses of litigation or settlement) by third parties for death, bodily injury, or loss of or damage to property resulting from activities carried on in connection with the launch, operations or recovery of the space vehicle, but only to the extent that such claims are not compensated by liability insurance of the user: **Provided**, That such indemnification may be limited to claims resulting from other than the actual negligence or willful misconduct of the user.

Notice of suit; control of suit.

(c) An agreement made under subsection (b) that provides indemnification must also provide for—

(1) notice to the United States of any claim or suit against the user for the death, bodily injury, or loss of or damage to the property; and

(2) control of or assistance in the defense by the United States, at its election, of that suit or claim.

Payments.

(d) No payment may be made under subsection (b) unless the Administrator or his designee certifies that the amount is just and reasonable.

(e) Upon the approval by the Administrator, payments under subsection (b) may be made, at the Administrator's election, either from funds available for research and development not otherwise obligated or from funds appropriated for such payments.

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[34] The "National Aeronautics and Space Administration Authorization Act, 1980," Public Law 96-48, August 8, 1979, section 6(b), (93 Stat. 348) added new section 308 and redesignated old section 308 as section 309. Section 6(c) of that act provided that the amendment would be effective October 1, 1979.

(f) As used in this section—

Definitions.

(1) the term "space vehicle" means an object intended for launch, launched or assembled in outer space, including the Space Shuttle and other components of a space transportation system, together with related equipment, devices, components and parts;

(2) the term "user" includes anyone who enters into an agreement with the Administration for use of all or a portion of a space vehicle, who owns or provides property to be flown on a space vehicle, or who employs a person to be flown on a space vehicle; and

(3) the term "third party" means any person who may institute a claim against a user for death, bodily injury or loss of or damage to property.

APPROPRIATIONS[35]

Funds for emergency repairs.

Sec. 309. (a) There are hereby authorized to be appropriated such sums as may be necessary to carry out this Act, except that nothing in this Act shall authorize the appropriation of any amount for (1) the acquisition or condemnation of any real property, or (2) any other item of a capital nature (such as plant or facility acquisition, construction, or expansion) which exceeds $250,000. Sums appropriated pursuant to this subsection for the construction of facilities, or for research and development activities, shall remain available until expended.

42 U.S.C. 2459.
Authorization or appropriation.

(b) Any funds appropriated for the construction of facilities may be used for emergency repairs of existing facilities when such existing facilities are made inoperative by major breakdown, accident, or other circumstances and such repairs are deemed by the Administrator to be of greater urgency than the construction of new facilities.

Expiration of authorizations.

(c) Notwithstanding any other provision of law, the authorization of any appropriation to the Administration shall expire (unless an earlier expiration is specifically provided) at the close of the third fiscal year following the fiscal year in which the authorization was enacted, to the extent that such appropriation has not theretofore actually been made.[36]

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[35] For other laws affecting NASA's appropriations, see section I of Appendix A of the October 1983 version of the "National Aeronautics and Space Act of 1958, as Amended, and Related Legislation."

[36] Subsection (c) of section 309 was added by section 6 of the "National Aeronautics and Space Administration Authorization Act, 1963," Public Law 88-113, September 6, 1963 (77 Stat. 144); note that section 309 in the original Space Act was section 307. Public Law 94-464 (see footnote 33) changed it to section 308. Public Law 96-48 (see footnote 34) changed it to section 309.

MISUSE OF AGENCY NAME AND INITIALS

Sec. 310. (a) No person (as defined by section 305) may (1) knowingly use the words 'National Aeronautics and Space Administration' or the letters 'NASA', or a combination, variation, or colorable imitation of those words or letters either alone or in combination with other words or letters, as a firm or business name in a manner reasonably calculated to convey the impression that such firm or business has some connection with, endorsement of or authorization from, the National Aeronautics and Space Administration which does not, in fact, exist; or (2) knowingly use those words or letters or any combination, variation, or colorable imitation thereof either alone or in combination with other words or letters in connection with any product or service being offered or made available to the public in a manner reasonably calculated to convey the impression that such product or service has the authorization, support, sponsorship, or endorsement of, or the development, use, or manufacture by or on behalf of the National Aeronautics and Space Administration which does not, in fact, exist. 42 U.S.C. 2459b.

(b) Whenever it appears to the Attorney General that any person is engaged in an act or practice which constitutes or will constitute conduct prohibited by subsection (a), the Attorney General may initiate a civil proceeding in a district court of the United States to enjoin such act or practice.[37]

CONTRACTS REGARDING EXPENDABLE LAUNCH VEHICLES[38]

Sec. 311. (a) The Administrator may enter into contracts for expendable launch vehicle services that are for periods in excess of the period for which funds are otherwise available for obligation, provide for the payment for contingent liability which may accrue in excess of available appropriations in the event the Government for its convenience terminates such contracts, and provide for advance payments reasonably related to launch vehicle and related equipment, fabrication, and acquisition costs, if any such contract limits the amount of the payments that the Federal Government is allowed to make under such contract to amounts provided in advance in appropriation Acts. Such contracts may be limited to sources within the United States when the Administrator determines that such limitation is in the public interest.

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[37] This subsection was added by section 107 of the "National Aeronautics and Space Administration Authorization Act, 1984," Public Law 98-52, July 15, 1983 (97 Stat. 284).

[38] The "National Aeronautics and Space Administration Authorization Act, 1988," Public Law 100-147, October 30, 1987 (101 Stat. 860).

(b) If funds are not available to continue any such contract, the contract shall be terminated for the convenience of the Government, and the costs of such contract shall be paid from appropriations originally available for performance of the contract, from other, unobligated appropriations currently available for the procurement of launch services, or from funds appropriated for such payments.

TITLE IV - UPPER ATMOSPHERIC RESEARCH[39]

PURPOSE AND POLICY

42 U.S.C. 2481. Sec. 401. (a) The purpose of this title is to authorize and direct the Administration to develop and carry out a comprehensive program of research, technology, and monitoring of the phenomena of the upper atmosphere so as to provide for an understanding of and to maintain the chemical and physical integrity of the Earth's upper atmosphere.

(b) The Congress declares that is the policy of the United States to undertake an immediate and appropriate research, technology, and monitoring program that will provide for understanding the physics and chemistry of the Earth's upper atmosphere.

DEFINITIONS

42 U.S.C. 2482. Sec. 402. For the purpose of this title the term "upper atmosphere" means that portion of the Earth's sensible atmosphere above the troposphere.

PROGRAM AUTHORIZED

42 U.S.C. 2483. Sec. 403. (a) In order to carry out the purposes of this title the Administration in cooperation with other Federal agencies, shall initiate and carry out a program of research, technology, monitoring, and other appropriate activities directed to understand the physics and chemistry of the upper atmosphere.

(b) In carrying out the provisions of this title the Administration shall—

(1) arrange for participation by the scientific and engineering community, of both the Nation's industrial organizations and institutions of higher education, in planning and carrying out appropriate research, in developing necessary technology and in making necessary observations and measurements;

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[39] This title was added by section 8 of the "National Aeronautics and Space Administration Authorization Act, 1976," Public Law 94-39, June 19, 1975 (89 Stat. 222).

(2) provide, by way of grant, contract, scholarships or other arrangements, to the maximum extent practicable and consistent with other laws, for the widest practicable and appropriate participation of the scientific and engineering community in the program authorized by this title; and

(3) make all results of the program authorized by this title available to the appropriate regulatory agencies and provide for the widest practicable dissemination of such results.

INTERNATIONAL COOPERATION

Sec. 404. In carrying out the provisions of this title, the Administration, subject to the direction of the President and after consultation with the Secretary of State, shall make every effort to enlist the support and cooperation of appropriate scientists and engineers of other countries and international organizations. 42 U.S.C. 2484.

COMMUNICATIONS SATELLITE ACT OF 1962 AS AMENDED

AN ACT To provide for the establishment, ownership, operation, and regulation of a commercial communications satellite system, and for other purposes.[1]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

TITLE I—SHORT TITLE, DECLARATION OF POLICY AND DEFINITIONS

SHORT TITLE

SEC. 101. This Act may be cited as the "Communications Satellite Act of 1962".

DECLARATION OF POLICY AND PURPOSE

SEC. 102. [47 U.S.C. 701] (a) The Congress hereby declares that it is the policy of the United States to establish, in conjunction and in cooperation with other countries, as expeditiously as practicable a commercial communications satellite system, as part of an improved global communications network, which will be responsive to public needs and national objectives, which will serve the communication needs of the United States and other countries, and which will contribute to world peace and understanding.

(b) The new and expanded telecommunication services are to be made available as promptly as possible and are to be extended to provide global coverage at the earliest practicable date. In effectuating this program, care and attention will be directed toward providing such services to economically less developed countries and areas as well as those more highly developed, toward efficient and economical use of the electromagnetic frequency spectrum, and toward the reflection of the benefits of this new technology in both quality of services and charges for such services.

(c) In order to facilitate this development and to provide for the widest possible participation by private enterprise, United States participation in the global system shall be in the form of a private corporation, subject to appropriate governmental regulation. It is the intent of Congress that all authorized users have nondiscriminatory access to the system; that maximum competition be maintained in the provision of equipment and services utilized by the system; that the corporation created under this Act be so organized and operated as to maintain and strengthen competition in the provision of communications services to the public; and that the activities of the corporation created under this Act and of the persons or companies participating in the ownership of the corporation shall be consistent with the Federal antitrust laws.

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[1] Public Law No. 624, 87th Cong., 2d Sess., 76 Stat. 419, approved Aug. 31, 1962.

(d) It is not the intent of Congress by this Act to preclude the use of the communications satellite system for domestic communication services where consistent with the provision of this Act nor to preclude the creation of additional communications satellite systems, if required to meet unique governmental needs or if otherwise required in the national interest.

DEFINITIONS

SEC. 103. [47 U.S.C. 702] As used in this Act, and unless the context otherwise requires—

(1) the term "communications satellite system" refers to a system of communications satellites in space whose purpose is to relay telecommunication information between satellite terminal stations, together with such associated equipment and facilities for tracking, guidance, control, and command functions as are not part of the generalized launching, tracking, control, and command facilities for all space purposes;

(2) the term "satellite terminal station" refers to a complex of communication equipment located on the earth's surface, operationally connected with one or more terrestrial communication systems, and capable of transmitting telecommunications to or receiving telecommunications from a communications satellite system;

(3) the term "communications satellite" means an earth satellite which is intentionally used to relay telecommunications information;

(4) the term "associated equipment and facilities" refers to facilities other than satellite terminal stations and communications satellites, to be constructed and operated for the primary purpose of a communications satellite system, whether for administration and management, for research and development, or for direct support of space operations;

(5) the term "research and development" refers to the conception, design, and first creation of experimental or prototype operational devices for the operation of a communications satellite system, including the assembly of separate components into a working whole, as distinguished from the term "production," which relates to the construction of such devices to fixed specifications compatible with repetitive duplication for operational applications;

(6) the term "telecommunication" means any transmission, emission or reception of signs, signals, writings, images, and sounds or intelligence of any nature by wire, radio, optical, or other electromagnetic systems;

(7) the term "communications common carrier" has the same meaning as the term "common carrier" has when used in the Communications Act of 1934, as amended, and in addition includes, but only for purposes of sections 303 and 304, any individual, partnership, association, joint-stock company, trust, corporation, or other entity which owns or controls, directly or indirectly, or is under direct or indirect common control with, any such carrier; and the term "authorized carrier", except as otherwise provided for purposes of section 304 by section

304(b)(1), means a communications common carrier which has been authorized by the Federal Communications Commission under the Communications Act of 1934, as amended, to provide services by means of communications satellites;

(8) the term "corporation" means the corporation authorized by title III of this Act;

(9) the term "Administration" means the National Aeronautics and Space Administration; and

(10) the term "Commission" means the Federal Communications Commission.

TITLE II—FEDERAL COORDINATION, PLANNING, AND REGULATION

IMPLEMENTATION OF POLICY

SEC. 201. [47 U.S.C. 721] In order to achieve the objectives and to carry out the purposes of this Act—

(a) the President shall—

(1) aid in the planning and development and foster the execution of a national program for the establishment and operation, as expeditiously as possible, of a commercial communications satellite system;

(2) provide for continuous review of all phases of the development and operation of such a system, including the activities of a communications satellite corporation authorized under title III of this Act;

(3) coordinate the activities of governmented agencies with responsibilities in the field of telecommunication, so as to insure that there is full and effective compliance at all times with the policies set forth in this Act;

(4) exercise such supervision over relationships of the corporation with foreign governments or entities or with international bodies as may be appropriate to assure that such relationships shall be consistent with the national interest and foreign policy of the United States;

(5) insure that timely arrangements are made under which there can be foreign participation in the establishment and use of a communications satellite system;

(6) take all necessary steps to insure the availability and appropriate utilization of the communications satellite system for general governmental purposes except where a separate communications satellite system is required to meet unique governmental needs, or is otherwise required in the national interest; and

(7) so exercise his authority as to help attain coordinated and efficient use of the electromagnetic spectrum and the technical compatibility of the system with existing communications facilities both in the United States and abroad.

(b) the National Aeronautics and Space Administration shall—

(1) advise the Commission on technical characteristics of the communications satellite system;

(2) cooperate with the corporation in research and development to the extent deemed appropriate by the Administration in the public interest;

(3) assist the corporation in the conduct of its research and development program by furnishing to the corporation, when requested, on a reimbursable basis, such satellite launching and associated services as the Administration deems necessary for the most expeditious and economical development of the communications satellite system;

(4) consult with the corporation with respect to the technical characteristics of the communications satellite system;

(5) furnish to the corporation, on request and on a reimbursable basis, satellite launching and associated services required for the establishment, operation, and maintenance of the communications satellite system approved by the Commission; and

(6) to the extent feasible, furnish other services, on a reimbursable basis, to the corporation in connection with the establishment and operation of the system.

(c) the Federal Communications Commission, in its administration of the provisions of the Communications Act of 1934, as amended, and as supplemented by this Act, shall—

(1) insure effective competition, including the use of competitive bidding where appropriate, in the procurement by the corporation and communications common carriers of apparatus, equipment, and services required for the establishment and operation of the communications satellite system and satellite terminal stations; and the Commission shall consult with the Small Business Administration and solicit its recommendations on measures and procedures which will insure that small business concerns are given an equitable opportunity to share in the procurement program of the corporation for property and services, including but not limited to research, development, construction, maintenance, and repair.

(2) insure that all present and future authorized carriers shall have nondiscriminatory use of, and equitable access to, the communications satellite system and satellite terminal stations under just and reasonable charges, classifications, practices, regulations, and other terms and conditions and regulate the manner in which available facilities of the system and stations are allocated among such users thereof;

(3) in any case where the Secretary of State, after obtaining the advice of the Administration as to technical feasibility, has advised that commercial communication to a particular foreign point by means of the communications satellite system and satellite terminal stations should be established in the national interest, institute forthwith appropriate proceedings under section 214(d) of the Communications Act of 1934, as amended, to require the establishment of such communication by the corporation and the appropriate common carrier or carriers;

(4) insure that facilities of the communications satellite system and satellite terminal stations are technically compatible and interconnected operationally with each other and with existing communications facilities;

(5) prescribe such accounting regulations and systems and engage in such ratemaking procedures as will insure that any economies made possible by a communications satellite system are appropriately reflected in rates for public communication services;

(6) approve technical characteristics of the operational communications satellite system to be employed by the corporation and of the satellite terminal stations; and

(7) grant appropriate authorization or the construction and operation of each satellite terminal station, either to the corporation or to one or more authorized carriers or to the corporation and one or more such carriers jointly, as will best serve the public interest, convenience, and necessity. In determining the public interest, convenience, and necessity the Commission shall authorize the construction and operation of such stations by communications common carriers or the corporation, without preference to either;

(8) authorize the corporation to issue any shares of capital stock, except the initial issue of capital stock referred to in section 304(a), or to borrow any moneys, or to assume any obligation in respect of the securities of any other person, upon finding that such issuance, borrowing, or assumption is compatible with the public interest, convenience, and necessity and is necessary or appropriate for or consistent with carrying out the purposes and objectives of this Act by the corporation;

(9) insure that no substantial additions are made by the corporation or carriers with respect to facilities of the system or satellite terminal stations unless such additions are required by the public interest, convenience, and necessity;

(10) require, in accordance with the procedural requirements of section 214 of the Communications Act of 1934, as amended, that additions be made by the corporation or carriers with respect to facilities of the system or satellite terminal stations where such additions would serve the public interest, convenience, and necessity; and

(11) make rules and regulations to carry out the provisions of this Act.

TITLE III—CREATION OF A COMMUNICATIONS SATELLITE CORPORATION

CREATION OF CORPORATION

SEC. 301. [47 U.S.C. 731] There is hereby authorized to be created a communications satellite corporation for profit which will not be an agency or establishment of the United States Government. The corporation shall be subject to the provisions of this Act and, to the extent consistent with this Act, to the District of Columbia Business Corporation Act. The right to repeal, alter, or amend this Act at any time is expressly reserved.

PROCESS OF ORGANIZATION

SEC. 302. [47 U.S.C. 732] The President of the United States shall appoint incorporators, by and with the advice and consent of the Senate, who shall serve as the initial board of directors until the first annual meeting of stockholders or until their successors are elected and qualified. Such incorporators shall arrange for an initial stock offering and take whatever other actions are necessary to establish the corporation, including the filing of articles of incorporation, as approved by the President.

DIRECTORS AND OFFICERS

SEC. 303.[3] [47 U.S.C. 733] (a) The corporation shall have a board of directors consisting of fifteen individuals who are citizens of the United States, of whom one shall be elected annually by the board to serve as chairman. Three members of the board shall be appointed by the President of the United States, by and with the advice and consent of the Senate, effective the date on which the other members are elected, and for terms of three years or until their successors have been appointed and qualified, and any member so appointed to fill a vacancy shall be appointed only for the unexpired term of the director whom he succeeds. The remaining twelve members of the board shall be elected annually by the stockholders. Six of such members shall be elected by those stockholders who are not communications common carriers, and the remaining six such members shall be elected by the stockholders who are communications common carriers, except that if the number of shares of the voting capital stock of the corporation issued and outstanding and owned either directly or indirectly by communications common carriers as of the record date for the annual meeting of stockholders is less than 45 per centum of the total number of shares of the voting capital stock of the corporation issued and outstanding, the numbers of members to be elected at such meeting by each group of stockholders shall be determined in accordance with the following table:

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[3] This section was amended to read as above by Public Law 91-3, approved March 12, 1969, 83 Stat. 4-5. The section previously read as follows:

Sec. 303(a). The corporation shall have a board of directors consisting of individuals who are citizens of the United States, of whom one shall be elected annually by the board to serve as chairman. Three members of the board shall be appointed by the President of the United States, by and with the advice and consent of the Senate, effective the date on which the other members are elected, and for terms of three years or until their successors have been appointed and qualified, except that the first three members of the board so appointed shall continue in office for terms of one, two, and three years, respectively, and any members so appointed to fill a vacancy shall be appointed only for the unexpired term of the director whom he succeeds. Six members of the board shall be elected annually by those stockholders who are communications common carriers and six shall be elected annually by the other stockholders of the corporation. No stockholder who is a communications common carrier and no trustee for such a stockholder shall vote either directly or indirectly, through the votes of subsidiaries or affiliated companies, nominees, or any persons subject to his direction or control, for more than three candidates for membership on the board. Subject to such limitations, the articles of incorporation, to be filed by the incorporators designated under section 302 shall provide for cumulative voting under section 27(d) of the District of Columbia Business Corporation Act (D.C. Code, sec. 29-911(d)).

When the number of shares of the voting capital stock of the corporation issued and outstanding and owned either directly or indirectly by communications common carriers is less than—	But not less than—	The number of members which stockholders who are communications common carriers are entitled to elect shall be—	And the number of members which other stockholders are entitled to elect shall be—
45 per centum	40 per centum	5	7
40 per centum	35 per centum	4	8
35 per centum	25 per centum	3	9
25 per centum	15 per centum	2	10
15 per centum	8 per centum	1	11
8 per centum		0	12

No stockholder who is a communications common carrier and no trustee for such a stockholder shall vote, either directly or indirectly, through the votes of subsidiaries or affiliated companies, nominees, or any persons subject to his direction or control, for more than three candidates for membership on the board, except that in the event the number of shares of the voting capital stock of the corporation issued and outstanding and owned either directly or indirectly by communications common carriers as of the record date for the annual meeting is less than 8 per centum of the total number of shares of the voting capital stock of the corporation issued and outstanding, any stockholder who is a communications common carrier shall be entitled to vote at such meeting for candidates for membership on the board in the same manner as all other stockholders. Subject to the foregoing limitations, the articles of incorporation of the corporation shall provide for cumulative voting under section 27(d) of the District of Columbia Business Corporation Act (D.C. Code, sec. 29-911(d)). The articles of incorporation of the corporation may be amended, altered, changed, or repealed by a vote of not less than 66⅔ per centum of the outstanding shares of the voting capital stock of the corporation owned by stockholders who are communications common carriers and by stockholders who are not communictions common carriers, voting together if such vote complies with all other requirements of this Act and of the articles of incorporation of the corporation with respect to the amendment, alteration, change, or repeal of such articles. The corporation may adopt such bylaws as shall, notwithstanding the provisions of section 36 of the District of Columbia Business Corporation Act (D.C. Code, sec. 29-916d), provide for the continued ability of the board to transact business under such circumstances of national emergency as the President of the United States, or the officer designated by him, may determine, after February 18, 1969, would not permit a prompt meeting of a majority of the board to transact business.

(b) The corporation shall have a president, and such other officers as may be named and appointed by the board, at rates of compensation fixed by the board, and serving at the pleasure of the board. No individual other than a citizen of the United States may be an officer of the corporation. No officer of the corporation shall receive any salary from any source other than the corporation during the period of his employment by the corporation.

FINANCING OF THE CORPORATION

SEC. 304. [47 U.S.C. 734] (a) The corporation is authorized to issue and have outstanding, in such amounts as it shall determine, shares of capital stock, without par value, which shall carry voting rights and be eligible for dividends. The shares of such stock initially offered shall be sold at a price not in excess of $100 for each share and in a manner to encourage the widest distribution to the American public. Subject to the provisions of subsections (b) and (d) of this section, shares of stock offered under this subsection may be issued to and held by any person.

(b)(1) For the purposes of this section the term "authorized carrier" shall mean a communications common carrier which is specifically authorized or which is a member of a class of carriers authorized by the Commission to own shares of stock in the corporation upon a finding that such ownership will be consistent with the public interest, convenience, and necessity.

(2) Only those communications common carriers which are authorized carriers shall own shares of stock in the corporation at any time, and no other communications common carrier shall own shares either directly or indirectly through subsidiaries or affiliated companies, nominees, or any persons subject to its direction or control. At no time after the initial issue is completed shall the aggregate of the shares of voting stock of the corporation owned by authorized carriers directly or indirectly through subsidiaries or affiliated companies, nominees, or any persons subject to their direction or control exceed 50 per centum of such shares issued and outstanding.[3]

(3) At no time shall any stockholder who is not an authorized carrier, or any syndicate or affiliated group of such stockholders, own more than 10 per centum of the shares of voting stock of the corporation issued and outstanding.

(c) The corporation is authorized to issue, in addition to the stock authorized by subsection (a) of this section, nonvoting securities, bonds, debentures, and other certificates of indebtedness as it may determine. Such nonvoting securities, bonds, debentures, or other certificates of indebtedness of the corporation as a communications common carrier may own shall be eligible for inclusion in the rate base of the carrier to the extent allowed by the Commission. The voting stock of the corporation shall not be eligible for inclusion in the rate base of the carrier.

(d) Not more than an aggregate of 20 percentum of the shares of stock of the corporation authorized by subsection (a) of this section which are held by holders other than authorized carriers may be held by persons of the classes described in paragraphs (1), (2), (3), (4), and (5) of section 310(a) of the Communications Act of 1934, as amended (47 U.S.C. 310).

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[3] Sec. 304(b)(2) was amended by Public Law 97–410, 96 Stat. 2044, 2045, approved January 3, 1983, by deleting the following sentence which formerly followed the first sentence:

Fifty per centum of the shares of stock authorized for issuance at any time by the corporation shall be reserved for purchase by authorized carriers and such carriers shall in the aggregate be entitled to make purchases of the reserved shares in a total number not exceeding the total number of the nonreserved shares of any issue purchased by other persons.

(e) The requirement of section 45(b) of the District of Columbia Business Corporation Act (D.C. Code, sec. 29–920(b)) as to the percentage of stock which a stockholder must hold in order to have the rights of inspection and copying set forth in that subsection shall not be applicable in the case of holders of the stock of the corporation, and they may exercise such rights without regard to the percentage of stock they hold.

(f) Upon application to the Commission by any authorized carrier and after notice and hearing, the Commission may compel any other authorized carrier which owns shares of stock in the corporation to transfer to the applicant, for a fair and reasonable consideration, a number of such shares as the Commission determines will advance the public interest and the purposes of this Act. In its determination with respect to ownership of shares of stock in the corporation, the Commission, whenever consistent with the public interest, shall promote the widest possible distribution of stock among the authorized carriers.

PURPOSES AND POWERS OF THE CORPORATION

SEC. 305. [47 U.S. 735] (a) In order to achieve the objectives and to carry out the purposes of this Act, the corporation is authorized to—

(1) plan, initiate, construct, own, manage, and operate itself or in conjunction with foreign governments or business entities a commercial communications satellite system;

(2) furnish, for hire, channels of communication to United States communications common carriers and to other authorized entities, foreign and domestic; and

(3) own and operate satellite terminal stations when licensed by the Commission under section 201(c)(7).

(b) Included in the activities authorized to the corporation for accomplishment of the purposes indicated in subsection (a) of this section, are, among others not specifically named—

(1) to conduct or contract for research and development related to its mission;

(2) to acquire the physical facilities, equipment and devices necessary to its operations, including communications satellites and associated equipment and facilities, whether by construction, purchase, or gift;

(3) to purchase satellite launching and related services from the United States Government;

(4) to contract with authorized users, including the United States Government, for the services of the communications satellite system; and

(5) to develop plans for the technical specifications of all elements of the communications satellite system.

(c) To carry out the foregoing purposes, the corporation shall have the usual powers conferred upon a stock corporation by the District of Columbia Business Corporation Act.

TITLE IV—MISCELLANEOUS

APPLICABILITY OF COMMUNICATIONS ACT OF 1934

SEC. 401. [47 U.S.C. 741] The corporation shall be deemed to be a common carrier within the meaning of section 3(h) of the Communications Act of 1934, as amended, and as such shall be fully subject to the provisions of title II and title III of that Act. The provision of satellite terminal station facilities by one communication common carrier to one or more other communications common carriers shall be deemed to be a common carrier activity fully subject to the Communications Act. Whenever the application of the provisions of this Act shall be inconsistent with the application of the provisions of the Communications Act, the provisions of this Act shall govern.

NOTICE OF FOREIGN BUSINESS NEGOTIATIONS

SEC. 402. [47 U.S.C. 742] Whenever the corporation shall enter into business negotiations with respect to facilities, operations, or services authorized by this Act with any international or foreign entity, it shall notify the Department of State of the negotiations, and the Department of State shall advise the corporation of relevant foreign policy considerations. Throughout such negotiations the corporation shall keep the Department of State informed with respect to such considerations. The corporation may request the Department of State to assist in the negotiations, and that Department shall render such assistance as may be appropriate.

SANCTIONS

SEC. 403. [47 U.S.C. 743] (a) If the corporation created pursuant to this Act shall engage in or adhere to any action, practices, or policies inconsistent with the policy and purposes declared in section 102 of this Act, or if the corporation or any other person shall violate any provision of this Act, or shall obstruct or interfere with any activities authorized by this Act, or shall refuse, fail, or neglect to discharge his duties and responsibilities under this Act, or shall threaten any such violation, obstruction, interference, refusal, failure, or neglect, the district court of the United States for any district in which such corporation or other person resides or may be found shall have jurisdiction, except as otherwise prohibited by law, upon petition of the Attorney General of the United States, to grant such equitable relief as may be necessary or appropriate to prevent or terminate such conduct or threat.

(b) Nothing contained in this section shall be construed as relieving any person of any punishment, liability, or sanction which may be imposed otherwise than under this Act.

(c) It shall be the duty of the corporation and all communications common carriers to comply, insofar as applicable, with all provisions of this Act and all rules and regulations promulgated thereunder.

REPORTS TO THE CONGRESS

SEC. 404. [47 U.S.C. 744] (a) The President shall transmit to the Congress in January of each year a report which shall include a comprehensive description of the activities and accomplishments during the preceding calendar year under the national program referred to in section 201(a)(1), together with an evaluation of such activities and accomplishments in terms of the attainment of the objectives of this Act and any recommendations for additional legislative or other action which the President may consider necessary or desirable for the attainment of such objectives.

(b) The corporation shall transmit to the President and the Congress, annually and at such other times as it deems desirable, a comprehensive and detailed report of its operations, activities, and accomplishments under this Act.

(c) The Commission shall transmit to the Congress, annually and at such other times as it deems desirable, (i) a report of its activities and actions on anticompetitive practices as they apply to the communications satellite programs; (ii) an evaluation of such activities and actions taken by it within the scope of its authority with a view to recommending such additional legislation which the Commission may consider necessary in the public interest; and (iii) an evaluation of the capital structure of the corporation so as to assure the Congress that such structure is consistent with the most efficient and economical operation of the corporation.

TITLE V—INTERNATIONAL MARITIME SATELLITE TELECOMMUNICATIONS [4]

SHORT TITLE

SEC. 501. This title may be cited as the "International Maritime Satellite Telecommunications Act".

DECLARATION OF POLICY AND PURPOSE

SEC. 502. [47 U.S.C. 751] (a) The Congress hereby declares that it is the policy of the United States to provide for the participation of the United States in the International Maritime Satellite Organization (hereinafter in this title referred to as "INMARSAT") in order to develop and operate a global maritime satellite telecommunications system. Such system shall have facilities and services which will serve maritime commercial and safety needs of the United States and foreign countries.

(b) It is the purpose of this title to provide that the participation of the United States in INMARSAT shall be through the Communications Satellite Corporation, which constitutes a private entity operating for profit, and which is not an agency or establishment of the Federal Government.

DESIGNATED OPERATING ENTITY

SEC. 503. [47 U.S.C. 752] (a)(1) The Communications Satellite Corporation is hereby designated as the sole operating entity of the United States for participation in INMARSAT, for the purpose of providing international maritime satellite telecommunications services.

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[4] Title V was added by Public Law 95–564, approved November 1, 1978, 92 Stat. 2392.

(2) The corporation also shall have authority to participate in any other maritime satellite telecommunications system on an interim basis to serve the maritime commercial and safety needs of the United States through an interim operating arrangement in accordance with subsection (b).

(3) The corporation may participate in and is hereby authorized to sign the operating agreement or other pertinent instruments of INMARSAT as the sole designated operating entity of the United States.

(b)(1) The corporation may participate in any maritime satellite telecommunications system under subsection (a)(2) only if—

(A) the corporation signs the operating agreement of INMARSAT before beginning such participation;

(B) such participation is in the nature of an interim operating arrangement remaining in effect only until INMARSAT begins its operations; and

(C) (i) in the case of participation which may be undertaken only pursuant to a treaty or executive agreement, such treaty or executive agreement is in effect; or

(ii) in any case in which participation does not require any treaty or executive agreement, the President does not disapprove such participation during the period of 60 calendar days after the corporation notifies the President of such proposed participation.

(2) If the corporation participates in an interim operating arrangement with a maritime satellite telecommunications system under this subsection, the provisions of this title relating to participation of the corporation in INMARSAT also shall apply to such interim participation.

(3) Any disapproval by the President under paragraph (1)(C)(ii) shall be published in the Federal Register as soon as practicable after the date of such disapproval.

(c) The corporation—

(1) may own and operate satellite earth terminal stations in the United States;

(2) shall interconnect such stations, and the maritime satellite telecommunications provided by such stations, with the facilities and services of United States domestic common carriers and international common carriers, other than any common carrier or other entity in which the corporation has any ownership interest, as authorized by the Commission;

(3) shall interconnect such stations and the maritime satellite telecommunications provided by such stations, with the facilities and services of private communications systems, unless the Commission finds that such interconnection will not serve the public interest; and

(4) may establish, own, and operate the United States share of the jointly owned international space segment and associated ancillary facilities.

(d) The corporation shall be responsible for fulfilling any financial obligation placed upon the corporation as a signatory to the operating agreement or other pertinent instruments, and any other financial obligation which may be placed upon the corporation as the result of a convention or other instrument establishing INMARSAT. The corporation shall be the sole United States representative in the managing body of INMARSAT.

(e) (1) Any person, including the Federal Government or any agency thereof, may be authorized, in accordance with paragraph (2) or paragraph (3), to be the sole owner or operator, or both, of any satellite earth terminal station if such station is used for the exclusive purposes of training personnel in the use of equipment associated with the operation and maintenance of such station, or in carrying out experimentation relating to maritime satellite telecommunications services.

(2) If the person referred to in paragraph (1) is the Federal Government or any agency thereof, such satellite earth terminal station shall have been authorized to operate by the executive department charged with such responsibility.

(3) In any other case, such satellite earth terminal station shall have been authorized by the Commission.

(f) The Commission may authorize ownership of satellite earth terminal stations by persons other than the corporation at any time the Commission determines that such additional ownership will enhance the provision of maritime satellite services in the public interest.

(g) The Commission shall determine the operational arrangements under which the corporation shall interconnect its satellite earth terminal station facilities and services with United States domestic common carriers and international common carriers, other than any common carrier, system, or other entity in which the corporation has any ownership interest, and private communications systems when authorized pursuant to subsection (c)(3) for the purpose of extending maritime satellite telecommunications services within the United States and in other areas. The initial determination of operational arrangements shall be made by the Commission no later than 6 months after the effective date of this title, and the Commission shall thereupon transmit to the Congress a report relating to such determination.

(h) Notwithstanding any provision of State law, the articles of incorporation of the corporation shall provide for the continued ability of the board of directors of the corporation to transact business under such circumstances of national emergency as the President or his delegate may determine would not permit a prompt meeting of the number of directors otherwise required to transact business.

IMPLEMENTATION OF POLICY

SEC. 504. [47 U.S.C. 753] (a) The Secretary of Commerce shall—

(1) coordinate the activities of Federal agencies with responsibilities in the field of telecommunications (other than the Commission), so as to ensure that there is full and effective compliance with the provisions of this title;

(2) take all necessary steps to ensure the availability and appropriate utilization of the maritime satellite telecommunications services provided by INMARSAT for general governmental purposes, except in any case in which a separate telecom-

munications system is required to meet unique governmental needs or is otherwise required in the national interest;

(3) exercise his authority in a manner which seeks to obtain coordinated and efficient use of the electromagnetic spectrum and orbital space, and to ensure the technical compatibility of the space segment with existing communications facilities in the United States and in foreign countries; and

(4) take all necessary steps to determine the interests and needs of the ultimate users of the maritime satellite telecommunications system and to communicate the views of the Federal Government on utilization and user needs to INMARSAT.

(b) The President shall exercise such supervision over, and issue such instructions to, the corporation in connection with its relationships and activities with foreign governments, international entities, and INMARSAT as may be necessary to ensure that such relationships and activities are consistent with the national interest and foreign policy of the United States.

(c) The Commission shall—

(1) institute such proceedings as may be necessary to carry out the provisions of section 503 of this title;

(2) make recommendations to the President for the purpose of assisting him in his issuance of instructions to the corporation;

(3) grant such authorizations as may be necessary under title II and title III of the Communications Act of 1934 to enable the corporation—

(A) to provide to the public, in accordance with section 503(c)(2) of this title, space segment channels of communication obtained from INMARSAT; and

(B) to construct and operate such satellite earth terminal stations in the United States as may be necessary to provide sufficient access to the space segment;

(4) grant such other authorizations as may be necessary under title II and title III of this Communications Act of 1934 to carry out the provisions of this title;

(5) establish procedures to provide for the continuing review of the telecommunications activities of the corporation as the United States signatory to the operating agreement or other pertinent instruments; and

(6) prescribe such rules as may be necessary to carry out the provisions of this title.

(d) The Commission is authorized to issue instructions to the corporation with respect to regulatory matters within the jurisdiction of the Commission. In the event an instruction of the Commission conflicts with an instruction of the President pursuant to subsection (b), the instructions issued by the President shall prevail.

STUDY OF STRUCTURE AND ACTIVITIES OF COMMUNICATIONS SATELLITE CORPORATION

SEC. 505. [47 U.S.C. 754] (a) The Commission shall conduct a study of the corporate structure and operating activities of the corporation, with a view toward determining whether any changes are required to ensure that the corporation is able to effectively fulfill its obligations and carry out its functions under this Act and the Communications Act of 1934.

(b) The Commission shall transmit a report to the Congress not later than 18 months after the effective date of this title relating to the study of the corporation conducted under subsection (a). Such report shall contain a detailed statement of the findings and conclusions of such study, any action taken by the Commission related to such findings and conclusions, and any recommendations of the Commission for such legislative or other action as the Commission considers necessary or appropriate.

STUDY OF PUBLIC MARITIME COAST STATION SERVICES

SEC. 506. [47 U.S.C. 755] (a) The Commission shall conduct a study of public maritime coast station services, with particular emphasis on high seas services, with a view toward determining whether the rules and regulations of the Commission and the assignment of licenses and radio frequencies in effect on the effective date of this title should be subject to any alteration in order to establish a systematic approach for the provision of modern and effective maritime telecommunications systems.

(b) The Commission shall transmit a report to the Congress not later than 12 months after the effective date of this title relating to the study of public maritime coast station services conducted under subsection (a). Such report shall contain a detailed statement of the findings and conclusions of such study, any action taken by the Commission related to such findings and conclusions, and any recommendations of the Commission for such legislative or other action as the Commission considers necessary or appropriate.

STUDY OF RADIO NAVIGATION SYSTEMS

SEC. 507. [47 U.S.C. 756] (a) The President, in conjuction with Government agencies which will or may be affected by the development of a Government-wide radio navigation plan, shall conduct a study of all Government radio navigation systems to determine the most effective manner of reducing the proliferation and overlap of such systems. The objective of such study shall be the development of such a plan.

(b) The President shall transmit a report to the Congress no later than 12 months after the effective date of this title relating to the study conducted under subsection (a) of this section. Such report shall contain a detailed statement of the findings and conclusions of such study, any action taken by the President related to such findings and conclusions, and any recommendations of the President for such legislation or other action as the President considers necessary or appropriate for implementation of a Government-wide radio navigation plan.

DEFINITIONS

SEC. 508. [47 U.S.C. 757] For purposes of this title—

(1) the term "person" includes an individual, partnership, association, joint stock company, trust, or corporation;

(2) the term "satellite earth terminal station" means a complex of communications equipment located on land, operation-

ally interconnected with one or more terrestrial communications systems, and capable of transmitting telecommunications to, or receiving telecommunications from, the space segment;

(3) the term "space segment" means any satellite (or capacity on a satellite) maintained under the authority of INMARSAT, for the purpose of providing international maritime telecommunications services, and the tracking, telemetry, command, control, monitoring, and related facilities and equipment required to support the operations of such satellite; and

(4) the term "State" means the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, the Trust Territory of the Pacific Islands, and any other territory or possession of the United States.

47 U.S.C. 701. CONGRESSIONAL DECLARATION OF POLICY AND PURPOSE

INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION

Pub. L. 99-93, title I, § 146, Aug. 16, 1985, 99 Stat. 425, provided that:

"(a) POLICY.—The Congress declares that it is the policy of the United States—

"(1) as a party to the International Telecommunications Satellite Organization (hereinafter in this section referred to as 'Intelsat'), to foster and support the global commercial communications satellite system owned and operated by Intelsat;

"(2) to make available to consumers a variety of communications satellite services utilizing the space segment facilities of Intelsat and any additional such facilities which are found to be in the national interest and which—

"(A) are technically compatible with the use of the radio frequency spectrum and orbital space by the existing or planned Intelsat space segment, and

"(B) avoid significant economic harm to the global system of Intelsat; and

"(3) to authorize use and operation of any additional space segment facilities only if the obligations of the United States under article XIV(d) of the Intelsat Agreement have been met.

"(b) PRECONDITIONS FOR INTELSAT CONSULTATION.—Before consulting with Intelsat for purposes of coordination of any separate international telecommunications satellite system under article XIV(d) of the Intelsat Agreement, the Secretary of State shall—

"(1) in coordination with the Secretary of Commerce, ensure that any proposed separate international satellite telecommunications system comply with the Executive Branch conditions established pursuant to the Presidential Determination No. 85-2 [49 F.R. 46987]; and

"(2) ensure that one or more foreign authorities have authorized the use of such system consistent with such conditions.

"(c) AMENDMENT OF INTELSAT AGREEMENT.—(1) The Secretary of State shall consult with the United States signatory to Intelsat and the Secretary of Commerce regarding the appropriate scope and character of a modification to article V(d) of the Intelsat Agreement which would permit Intelsat to establish cost-based rates for individual traffic routes; as exceptional circumstances warrant, paying particular attention to the need for avoiding significant economic harm to the global system of Intelsat as well as United States national and foreign policy interests.

"(2)(A) To ensure that rates established by Intelsat for such routes are cost-based, the Secretary of State, in consultation with the Secretary of Commerce and the Chairman of the Federal Communications Commission, shall instruct the United States signatory to Intelsat to ensure that sufficient documentation, including documentation regarding revenues and costs, is provided by Intelsat so as to verify that such rates are in fact cost-based.

"(B) To the maximum extent possible, such documentation [documentation] will be made available to interested parties on a timely basis.

"(3) Pursuant to the consultation under paragraph (1) and taking the steps prescribed in paragraph (2) to provide documentation, the United States shall support an appropriate modification to article V(d) of the Intelsat Agreement to accomplish the purpose described in paragraph (1).

"(d) CONGRESSIONAL CONSULTATION.-In the event that, after United States consultation with Intelsat for the purposes of coordination under article XIV(d) of the Intelsat Agreement for the establishment of a separate international telecommunications satellite system, the Assembly of Parties of Intelsat fails to recommend such a separate system, and the President determines to pursue the establishment of a separate system notwithstanding the Assembly's failure to approve such system, the Secretary of State, after consultation with the Secretary of Commerce, shall submit to the Congress a detailed report which shall set forth—

"(1) the foreign policy reasons for the President's determination, and

"(2) a plan for minimizing any negative effects of the President's action on Intelsat and on United States foreign policy interests.

"(e) NOTIFICATION TO FEDERAL COMMUNICATIONS COMMISSION.-In the event the Secretary of State submits a report under subsection (d), the Secretary, 60 calendar days after the receipt by the Congress of such report, shall notify the Federal Communications Commission as to whether the United States obligations under article XIV(d) of the Intelsat Agreement have been met.

"(f) IMPLEMENTATION.—In implementing the provisions of this section, the Secretary of State shall act in accordance with Executive order 12046 [set out under section 305 of this title].

"(g) DEFINITION.-For the purposes of this section, the term 'separate international telecommunications satellite system' or 'separate system' means a system of one or more telecommunications satellites separate from the Intelsat space segment which is established to provide international telecommunications services between points with the United States and points outside the United States, except that such term shall not include any satellite or system of satellites established—

"(1) primarily for domestic telecommunications purposes and which incidentally provides services on an ancillary basis to points outside the jurisdiction of the United States but within the western hemisphere, or

"(2) solely for unique governmental purposes."

National Science and Technology Policy, Organization, and Priorities Act of 1976 (P.L. 94-282, 90 Stat. 459, May 11, 1976)

AN ACT To establish a science and technology policy for the United States, to provide for scientific and technological advice and assistance to the President, to provide a comprehensive survey of ways and means for improving the Federal effort in scientific research and information handling, and in the use thereof, to amend the National Scientific Foundation Act of 1950, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "National Science and Technology Policy, Organization, and Priorities Act of 1976".

National Science and Technology Policy, Organization, and Priorities Act of 1976.
42 USC 6601 note.

TITLE I—NATIONAL SCIENCE, ENGINEERING, AND TECHNOLOGY POLICY AND PRIORITIES

FINDINGS

SEC. 101. (a) The Congress, recognizing the profound impact of science and technology on society, and the interrelations of scientific, technological, economic, social, political, and institutional factors, hereby finds and declares that— **42 U.S.C. 6601.**

(1) the general welfare, the security, the economic health and stability of the Nation, the conservation and efficient utilization of its natural and human resources, and the effective functioning of government and society require vigorous, perceptive support and employment of science and technology in achieving national objectives;

(2) the many large and complex scientific and technological factors which increasingly influence the course of national and international events require appropriate provision, involving long-range, inclusive planning as well as more immediate program development, to incorporate scientific and technological knowledge in the national decisionmaking process;

(3) the scientific and technological capabilities of the United States, when properly fostered, applied, and directed, can effectively assist in improving the quality of life, in anticipating and resolving critical and emerging international, national, and local problems, in strengthening the Nation's international economic position, and in furthering its foreign policy objectives;

(4) Federal funding for science and technology represents an investment in the future which is indispensable to sustained national progress and human betterment, and there should be a continuing national investment in science, engineering, and technology which is commensurate with national needs and opportunities and the prevalent economic situation;

(5) the manpower pool of scientists, engineers, and technicians, constitutes an invaluable national resource which should be utilized to the fullest extent possible; and

(6) the Nation's capabilities for technology assessment and for technological planning and policy formulation must be strengthened at both Federal and State levels.

Priority goals.
42 USC 6602.

(b) As a consequence, the Congress finds and declares that science and technology should contribute to the following priority goals without being limited thereto:

(1) fostering leadership in the quest for international peace and progress toward human freedom, dignity, and well-being by enlarging the contributions of American scientists and engineers to the knowledge of man and his universe, by making discoveries of basic science widely available at home and abroad, and by utilizing technology in support of United States national and foreign policy goals;

(2) increasing the efficient use of essential materials and products, and generally contributing to economic opportunity, stability, and appropriate growth;

(3) assuring an adequate supply of food, materials, and energy for the Nation's needs;

(4) contributing to the national security;

(5) improving the quality of health care available to all residents of the United States;

(6) preserving, fostering, and restoring a healthful and esthetic natural environment;

(7) providing for the protection of the oceans and coastal zones, and the polar regions, and the efficient utilization of their resources;

(8) strengthening the economy and promoting full employment through useful scientific and technological innovations;

(9) increasing the quality of educational opportunities available to all residents of the United States;

(10) promoting the conservation and efficient utilization of the Nation's natural and human resources;

(11) improving the Nation's housing, transportation, and communication systems, and assuring the provision of effective public services throughout urban, suburban, and rural areas;

(12) eliminating air and water pollution, and unnecessary, unhealthful, or ineffective drugs and food additives:

(13) advancing the exploration and peaceful uses of outer space.

DECLARATION OF POLICY

SEC. 102. (a) PRINCIPLES.—In view of the foregoing, the Congress declares that the United States shall adhere to a national policy for science and technology which includes the following principles:

(1) The continuing development and implementation of strategies for determining and achieving the appropriate scope, level, direction, and extent of scientific and technological efforts based upon a continuous appraisal of the role of science and technology in achieving goals and formulating policies of the United States, and reflecting the views of State and local governments and representative public groups.

(2) The enlistment of science and technology to foster a healthy economy in which the directions of growth and innovation are compatible with the prudent and frugal use of resources and with the preservation of a benign environment.

(3) The conduct of science and technology operations so as to serve domestic needs while promoting foreign policy objectives.

(4) The recruitment, education, training, retraining, and beneficial use of adequate numbers of scientists, engineers, and technologists, and the promotion by the Federal Government of the effective and efficient utilization in the national interest of the Nation's human resources in science, engineering, and technology.

(5) The development and maintenance of a solid base for science and technology in the United States, including: (A) strong participation of and cooperative relationships with State and local governments and the private sector; (B) the maintenance and strengthening of diversified scientific and technological capabilities in government, industry, and the universities, and the encouragement of independent initiatives based on such capabilities, together with elimination of needless barriers to scientific and technological innovation; (C) effective

management and dissemination of scientific and technological information; (D) establishment of essential scientific, technical and industrial standards and measurement and test methods; and (E) promotion of increased public understanding of science and technology.

(6) The recognition that, as changing circumstances require periodic revision and adaptation of title I of this Act, the Federal Government is responsible for identifying and interpreting the changes in those circumstances as they occur, and for effecting subsequent changes in title I as appropriate.

(b) IMPLEMENTATION.—To implement the policy enunciated in subsection (a) of this section, the Congress declares that:

(1) The Federal Government should maintain central policy planning elements in the executive branch which assist Federal agencies in (A) identifying public problems and objectives, (B) mobilizing scientific and technological resources for essential national programs, (C) securing appropriate funding for programs so identified, (D) anticipating future concerns to which science and technology can contribute and devising strategies for the conduct of science and technology for such purposes, (E) reviewing systematically Federal science policy and programs and recommending legislative amendment thereof when needed. Such elements should include an advisory mechanism within the Executive Office of the President so that the Chief Executive may have available independent, expert judgment and assistance on policy matters which require accurate assessments of the complex scientific and technological features involved.

(2) It is a responsibility of the Federal Government to promote prompt, effective, reliable, and systematic transfer of scientific and technological information by such appropriate methods as programs conducted by nongovernmental organizations, including industiral groups and technical societies. In particular, it is recognized as a responsibility of the Federal Government not only to coordinate and unify its own science and technology information systems, but to facilitate the close coupling of institutional scientific research with commercial application of the useful findings of science.

(3) It is further an appropriate Federal function to support scientific and technological efforts which are expected to provide results beneficial to the public but which the private sector may be unwilling or unable to support.

(4) Scientific and technological activities which may be properly supported exclusively by the Federal Government should be distinguished from those in which interests are shared with State and local governments and the private sector. Among these entities, cooperative relationships should be established which encourage the ap-

propriate sharing of science and technology decision-making, funding support, and program planning and execution.

(5) The Federal Government should support and utilize engineering and its various disciplines and make maximum use of the engineering community, whenever appropriate, as an essential element in the Federal policy-making process.

(6) Comprehensive legislative support for the national science and technology effort requires that the Congress be regularly informed of the condition, health and vitality, and funding requirements of science and technology, the relation of science and technology to changing national goals, and the need for legislative modification of the Federal endeavor and structure at all levels as it relates to science and technology.

(c) PROCEDURES.—The Congress declares that, in order to expedite and facilitate the implementation of the policy enunciated in subsection (a) of this section, the following coordinate procedures are of paramount importance:

(1) Federal procurement policy should encourage the use of science and technology to foster frugal use of materials, energy, and appropriated funds; to assure quality environment; and to enhance product performance.

(2) Explicit criteria, including cost-benefit principles where practicable, should be developed to identify the kinds of applied research and technology programs that are appropriate for Federal funding support and to determine the extent of such support. Particular attention should be given to scientific and technological problems and opportunities offering promise of social advantage that are so long range, geographically widespread, or economically diffused that the Federal Government constitutes the appropriate source for undertaking their support.

(3) Federal promotion of science and technology should emphasize quality of research, recognize the singular importance of stability in scientific and technological institutions, and for urgent tasks, seek to assure timeliness of results. With particular reference to Federal support for basic research, funds should be allocated to encourage education in needed disciplines, to provide a base of scientific knowledge from which future essential technological development can be launched, and to add to the cultural heritage of the Nation.

(4) Federal patent policies should be developed, based on uniform principles, which have as their objective the preservation of incentives for technological innovation and the application of procedures which will continue to assure the full use of beneficial technology to serve the public.

(5) Closer relationships should be encouraged among practitioners of different scientific and technological disciplines, including the physical, social, and biomedical fields.

(6) Federal departments, agencies, and instrumentalities should assure efficient management of laboratory facilities and equipment in their custody, including acquisition of effective equipment, disposal of inferior and obsolete properties, and cross-servicing to maximize the productivity of costly property of all kinds. Disposal policies should include attention to possibilities for further productive use.

(7) The full use of the contributions of science and technology to support State and local government goals should be encouraged.

(8) Formal recognition should be accorded those persons whose scientific and technological achievements have contributed significantly to the national welfare.

(9) The Federal Government should support applied scientific research, when appropriate, in proportion to the probability of its usefulness, insofar as this probability can be determined; but while maximizing the beneficial consequences of technology, the Government should act to minimize foreseeable injurious consequences.

(10) Federal departments, agencies, and instrumentalities should establish procedures to insure among them the systematic interchange of scientific data and technological findings developed under their programs.

Presidential Science and Technology Advisory Organization Act of 1976.

TITLE II—OFFICE OF SCIENCE AND TECHNOLOGY POLICY

SHORT TITLE

42 USC 6611 note.

Sec. 201. This title may be cited as the "Presidential Science and Technology Advisory Organization Act of 1976".

ESTABLISHMENT

42 USC 6611.

Sec. 202. There is established in the Executive Office of the President an Office of Science and Technology Policy (hereinafter referred to in this title as the "Office").

DIRECTOR; ASSOCIATE DIRECTORS

Appointment.
Compensation.
42 USC 6612.

Sec. 203. There shall be at the head of the Office a Director who shall be appointed by the President, by and with the advice and consent of the Senate, and who shall be compensated at the rate provided for level II of the Executive Schedule in section 5313 of title 5, United States Code. The President is authorized to appoint not more than four Associate Directors, by and with the advice and consent of the Senate, who shall be compensated at a rate not to exceed that provided for level III of the Executive Schedule in section 5314 of such title. Associate Directors shall perform such functions as the Director may prescribe.

FUNCTIONS

SEC. 204. (a) The primary function of the Director is to provide, within the Executive Office of the President, advice on the scientific, engineering, and technological aspects of issues that require attention at the highest levels of Government. 42 USC 6613.

(b) In addition to such other functions and activities as the President may assign, the Director shall—

(1) advise the President of scientific and technological considerations involved in areas of national concern including, but not limited to, the economy, national security, health, foreign relations, the environment, and the technological recovery and use of resources;

(2) evaluate the scale, quality, and effectiveness of the Federal effort in science and technology and advise on appropriate actions;

(3) advise the President on scientific and technological considerations with regard to Federal budgets, assist the Office of Management and Budget with an annual review and analysis of funding proposed for research and development in budgets of all Federal agencies, and aid the Office of Management and Budget and the agencies throughout the budget development process; and

(4) assist the President in providing general leadership and coordination of the research and development programs of the Federal Government.

POLICY PLANNING, ANALYSIS, AND ADVICE

SEC. 205. (a) The Office shall serve as a source of scientific and technological analysis and judgment for the President with respect to major policies, plans, and programs of the Federal Government. In carrying out the provisions of this section, the Director shall— 42 USC 6614.

(1) seek to define coherent approaches for applying science and technology to critical and emerging national and international problems and for promoting coordination of the scientific and technological responsibilities and programs of the Federal departments and agencies in the resolution of such problems;

(2) assist and advise the President in the preparation of the Science and Technology Report, in accordance with section 209 of this Act; Science and Technology Report.

(3) gather timely and authoritative information concerning significant developments and trends in science, technology, and in national priorities, both current and prospective, to analyze and interpret such information for the purpose of determining whether such developments and trends are likely to affect achievement of the

priority goals of the Nation as set forth in section 101(b) of this Act;

Data base.

(4) encourage the development and maintenance of an adequate data base for human resources in science, engineering, and technology, including the development of appropriate models to forecast future manpower requirements, and assess the impact of major governmental and public programs on human resources and their utilization;

Studies and analyses.

(5) initiate studies and analyses, including systems analyses and technology assessments, of alternatives available for the resolution of critical and emerging national and international problems amenable to the contributions of science and technology and, insofar as possible, determine and compare probable costs, benefits, and impacts of such alternatives;

(6) advise the President on the extent to which the various scientific and technological programs, policies, and activities of the Federal Government are likely to affect the achievement of the priority goals of the Nation as set forth in section 101(b) of this Act;

(7) provide the President with periodic reviews of Federal statutes and administrative regulations of the various departments and agencies which affect research and development activities, both internally and in relation to the private sector, or which may interfere with desirable technological innovation, together with recommendations for their elimination, reform, or updating as appropriate;

(8) develop, review, revise, and recommend criteria for determining scientific and technological activities warranting Federal support, and recommend Federal policies designed to advance (A) the development and maintenance of broadly based scientific and technological capabilities, including human resources, at all levels of government, academia, and industry, and (B) the effective application of such capabilities to national needs;

(9) assess and advise on policies for international cooperation in science and technology which will advance the national and international objectives of the United States;

(10) identify and assess emerging and future areas in which science and technology can be used effectively in addressing national and international problems;

Report to President.

(11) report at least once each year to the President on the overall activities and accomplishments of the Office, pursuant to section 209 of this Act;

(12) periodically survey the nature and needs of nanational science and technology policy and make recommendations to the President, for review and transmission to the Congress, for the timely and appropriate revision of such policy in accordance with section 102(a)(6) of this Act; and

(13) perform such other duties and functions and make and furnish such studies and reports thereon, and recommendations with respect to matters of policy and legislation as the President may request.

Intergovernmental Science, Engineering, and Technology Advisory Panel. Establishment.

(b)(1) The Director shall establish an Intergovernmental Science, Engineering, and Technology Advisory Panel (hereinafter referred to as the "Panel"), whose purpose shall be to (A) identify and define civilian problems at State, regional, and local levels which science, engineering, and technology may assist in resolving or ameliorating; (B) recommend priorities for addressing such problems; and (C) advise and assist the Director in identifying and fostering policies to facilitate the transfer and utilization of research and development results so as to maximize their application to civilian needs.

Membership.

(2) The Panel shall be composed of (A) the Director of the Office, or his representative; (B) at least ten members representing the interests of the States, appointed by the Director of the Office after consultation with State officials; and (C) the Director of the National Science Foundation, or his representative.

Chairman.

(3)(A) The Director of the Office, or his representative, shall serve as Chairman of the Panel.

(B) The Panel shall perform such functions as the Chairman may prescribe, and shall meet at the call of the Chairman.

Compensation.

(4) Each member of the Panel shall, while serving on business of the Panel, be entitled to receive compensation at a rate not to exceed the daily rate prescribed for GS–18 of the General Schedule under section 5332 of title 5, United States Code, including traveltime, and, while so serving away from his home or regular place of business, he may be allowed travel expenses, including per diem in lieu of subsistence in the same manner as the expenses authorized by section 5703(b) of title 5, United States Code, for persons in government service employed intermittently.

5 USC 5332 note.

FIVE-YEAR OUTLOOK

42 USC 6615.

SEC. 206. (a) Within its first year of operation, the Office shall, to the extent practicable, within the limitations of available knowledge and resources, and with appropriate assistance from the departments and agencies and such consultants and contractors as the Director deems necessary, identify and describe situations and conditions which warrant special attention within the next five years, involving—

(1) current and emerging problems of national significance that are identified through scientific research, or in which scientific or technical considerations are of major significance; and

(2) opportunities for, and constraints on, the use of new and existing scientific and technological capabilities which can make a significant contribution to the resolution of problems identified under paragraph (1) of this subsection or to the achievement of Federal program objectives or national goals, including those set forth in section 101(b) of this Act.

Annual revision.

(b) The Office shall annually revise the five-year outlook developed under subsection (a) of this section so that it takes account of new problems, constraints and opportunities and changing national goals and circumstances, and shall extend the outlook so that it always extends five years into the future.

Consultation.

(c) The Director of the Office shall consult as necessary with officials of the departments and agencies having programs and responsibilities relating to the problems, constraints, and opportunities identified under subsections (a) and (b) of this section, in order to—

(1) identify and evaluate alternative actions that might be taken by the Federal Government, State and local governments, or the private sector to deal with such problems, constraints, or opportunities; and

(2) ensure that alternative actions identified under paragraph (1) of this subsection are fully considered by departments and agencies in formulating their budget, program, and legislative proposals.

Consultation.

(d) The Director of the Office shall consult as necessary with officials of the Office of Management and Budget and other appropriate elements of the Executive Office of the President to ensure that the problems, constraints, opportunities, and alternative actions identified under subsections (a), (b), and (c) of this section are fully considered in the development of the President's Budgets and legislative programs.

ADDITIONAL FUNCTIONS OF THE DIRECTOR; ADMINISTRATIVE PROVISIONS

42 USC 6616.

SEC. 207. (a) The Director shall, in addition to the other duties and functions set forth in this title—

(1) serve as Chairman of the Federal Coordinating Council for Science, Engineering, and Technology established under title IV; and

(2) serve as a member of the Domestic Council.

(b) For the purpose of assuring the optimum contribution of science and technology to the national security, the Director, at the request of the National Security Council, shall advise the National Security Council in such matters concerning science and technology as relate to national security.

(c) In carrying out his functions under this Act, the Director is authorized to—

(1) appoint such officers and employees as he may deem necessary to perform the functions now or hereafter vested in him and to prescribe their duties;

(2) obtain services as authorized by section 3109 of title 5 of the United States Code, at rates not to exceed the rate prescribed for grade GS-18 of the General Schedule by section 5332 of title 5 of the United States Code; and

5 USC 5332 note.

(3) enter into contracts and other arrangements for studies, analyses, and other services with public agencies and with private persons, organizations, or institutions, and make such payments as he deems necessary to carry out the provisions of this Act without legal consideration, without performance bonds, and without regard to section 3709 of the Revised Statutes (41 U.S.C. 5).

COORDINATION WITH OTHER ORGANIZATIONS

42 USC 6617.

SEC. 208. (a) In exercising his functions under this Act, the Director shall—

(1) work in close consultation and cooperation with the Domestic Council, the National Security Council, the Council on Environmental Quality, the Council of Economic Advisers, the Office of Management and Budget, the National Science Board, and the Federal departments and agencies;

(2) utilize the services of consultants, establish such advisory panels, and, to the extent practicable, consult with State and local governmental agencies, with appropriate professional groups, and with such representatives of industry, the universities, agriculture, labor, consumers, conservation organizations, and such other public interest groups, organizations, and individuals as he deems advisable;

Hearings.

(3) hold such hearings in various parts of the Nation as he deems necessary, to determine the views of the agencies, groups, and organizations referred to in paragraph (2) of this subsection and of the general public, concerning national needs and trends in science and technology; and

(4) utilize with their consent to the fullest extent possible the services, personnel, equipment, facilities, and information (including statistical information) of public and private agencies and organizations, and individuals, in order to avoid duplication of effort and expense, and may transfer funds made available pursuant to this Act to other Federal agencies as reimbursement for the utilization of such personnel, services, facilities, equipment, and information.

(b) Each department, agency, and instrumentality of the Executive Branch of the Government, including any independent agency, is authorized to furnish the Director such information as the Director deems necessary to carry out his functions under this Act.

(c) Upon request, the Administrator of the National Aeronautics and Space Administration is authorized to assist the Director with respect to carrying out his activities conducted under paragraph (5) of section 205(a) of this Act.

Transmittal to Congress.

SCIENCE AND TECHNOLOGY REPORT

42 USC 6618.

SEC. 209. (a) The President shall transmit annually to the Congress, beginning February 15, 1978, a Science and Technology Report (hereinafter referred to as the "Report") which shall be prepared by the Office, with appropriate assistance from Federal departments and agencies and such consultants and contractors as the Director deems necessary. The report shall draw upon the information prepared by the Director pursuant to section 206 of this Act, and to the extent practicable, within the limitations of available knowledge and resources, discuss such issues as—

(1) a review of developments of national significance in science and technology;

(2) the significant effects of current and projected trends in science and technology on the social, economic, and other requirements of the Nation;

(3) a review and appraisal of selected science- and technology-related programs, policies, and activities of the Federal Government;

(4) an inventory and forecast of critical and emerging national problems the resolution of which might be substantially assisted by the application of science and technology;

(5) the identification and assessment of scientific and technological measures that can contribute to the resolution of such problems, in light of the related social, economic, political, and institutional considerations;

(6) the existing and projected scientific and technological resources, including specialized manpower, that could contribute to the resolution of such problems; and

(7) recommendations for legislation on science- and technology-related programs and policies that will contribute to the resolution of such problems.

Public document.

(b) In preparing the Report under subsection (a) of this section, the Office shall make maximum use of relevant data available from the National Science Foundation and other Government departments and agencies.

(c) The Director shall insure that the Report, in the form approved by the President, is printed and made available as a public document.

TITLE III—PRESIDENT'S COMMITTEE ON SCIENCE AND TECHNOLOGY

ESTABLISHMENT

SEC. 301. The President shall establish within the Executive Office of the President a President's Committee on Science and Technology (hereinafter referred to as the "Committee"). 42 USC 6631.

MEMBERSHIP

SEC. 302. (a) The Committee shall consist of— 42 USC 6632.

(1) the Director of the Office of Science and Technology Policy established under title II of this Act; and

(2) not less than eight nor more than fourteen other members appointed by the President not more than sixty days after the Director has assumed office (as provided in section 203 of this Act).

(b) Members of the Committee appointed by the President pursuant to subsection (a)(2) of this section shall—

(1) be qualified and distinguished in one or more of the following areas: science, engineering, technology, information dissemination, education, management, labor, or public affairs;

(2) be capable of critically assessing the policies, priorities, programs, and activities of the Nation, with respect to the findings, policies, and purposes set forth in title I; and

(3) shall collectively constitute a balanced composition with respect to (A) fields of science and engineering, (B) academic, industrial, and government experience, and (C) business, labor, consumer, and public interest points of view.

(c) The President shall appoint one member of the Committee to serve as Chairman and another member to serve as Vice Chairman for such periods as the President may determine. Chairman.

(d) Each member of the Committee who is not an officer of the Federal Government shall, while serving on business of the Committee, be entitled to receive compensation at a rate not to exceed the daily rate prescribed for GS-18 of the General Schedule under section 5332 of title 5, United States Code, including traveltime, and while so serving away from his home or regular place of business he may be allowed travel expenses, including per diem in lieu of subsistence, in the same manner as the expenses authorized by section 5703(b) of title 5, United States Code, for persons in Government service employed intermittently. Compensation. 5 USC 5332 note.

FEDERAL SCIENCE, ENGINEERING, AND TECHNOLOGY SURVEY

42 USC 6633.

SEC. 303. (a) The Committee shall survey, examine, and analyze the overall context of the Federal science, engineering, and technology effort including missions, goals, personnel, funding, organization, facilities, and activities in general, taking adequate account of the interests of individuals and groups that may be affected by Federal scientific, engineering, and technical programs, including, as appropriate, consultation with such individuals and groups. In carrying out its functions under this section, the Committee shall, among other things, consider needs for—

(1) organizational reform, including institutional realinement designed to place Federal agencies whose missions are primarily or solely devoted to scientific and technological research and development, and those agencies primarily or solely concerned with fuels, energy, and materials, within a single cabinet-level department:

(2) improvements in existing systems for handling scientific and technical information on a Government-wide basis, including consideration of the appropriate role to be played by the private sector in the dissemination of such information;

(3) improved technology assessment in the executive branch of the Federal Government;

(4) improved methods for effecting technology innovation, transfer, and use;

(5) stimulating more effective Federal-State and Federal-industry liaison and cooperation in science and technology, including the formation of Federal-State mechanisms for the mutual pursuit of this goal;

(6) reduction and simplification of Federal regulations and administrative practices and procedures which may have the effect of retarding technological innovation or opportunities for its utilization;

(7) a broader base for support of basic research:

(8) ways of strengthening the Nation's academic institutions' capabilities for research and education in science and technology;

(9) ways and means of effectively integrating scientific and technological factors into our national and international policies;

(10) technology designed to meet community and individual needs;

(11) maintenance of adequate scientific and technological manpower with regard to both quality and quantity;

(12) improved systems for planning and analysis of the Federal science and technology programs; and

(13) long-range study, analysis, and planning in regard to the application of science and technology to major national problems or concerns.

(b)(1) Within twelve months from the time the Committee is activated in accordance with section 302(a) of this Act, the Committee shall issue an interim report of its activities and operations to date. Not more than twenty-four months from the time the Committee is activated, the Committee shall submit a final report of its activities, findings, conclusions, and recommendations, including such supporting data and material as may be necessary, to the President. Interim report. Report to President.

(2) The President, within sixty days of receipt thereof, shall transmit each such report to each House of Congress together with such comments, observations, and recommendations thereon as he deems appropriate. Transmittal to Congress.

CONTINUATION OF COMMITTEE

SEC. 304. (a) Ninety days after submission of the final report prepared under section 303 of this Act, the Committee shall cease to exist, unless the President, before the expiration of the ninety-day period, makes a determination that it is advantageous for the Committee to continue in being. 42 USC 6634.

(b) If the President determines that it is advantageous for the Committee to continue in being, (1) the Committee shall exercise such functions as are prescribed by the President; and (2) the members of the Committee shall serve at the pleasure of the President.

STAFF AND CONSULTANT SUPPORT

SEC. 305. (a) In the performance of its functions under sections 303 and 304 of this Act, the Committee is authorized— 42 USC 6635.

(1) to select, appoint, employ, and fix the compensation of such specialists and other experts as may be necessary for the carrying out of its duties and functions, and to select, appoint, and employ, subject to the civil service laws, such other officers and employees as may be necessary for carrying out its duties and functions; and

(2) to provide for participation of such civilian and military personnel as may be detailed to the Committee pursuant to subsection (b) of this section for carrying out the functions of the Committee.

(b) Upon request of the Committee, the head of any Federal department, agency, or instrumentality is authorized (1) to furnish to the Committee such information as may be necessary for carrying out its functions and as may be available to or procurable by such department, agency, or instrumentality, and (2) to detail to temporary duty with the Committee on a reimbursable basis such personnel within his administrative jurisdiction as it may need or believe to be useful for carrying out its functions. Each such detail shall be without loss of seniority, pay, or other employee status, to civilian employees so detailed, and without loss of status, rank, office, or grade, or of any emolument, perquisite, right, privilege, or benefit incident thereto to military personnel so detailed. Each such detail shall be made pursuant to an agreement between the Chairman and the head of the relevant department, agency, or instrumentality, and shall be in accordance with the provisions of subchapter III of chapter 33, title 5, United States Code. 5 USC 3341.

TITLE IV—FEDERAL COORDINATING COUNCIL FOR SCIENCE, ENGINEERING, AND TECHNOLOGY

ESTABLISHMENT AND FUNCTION

42 USC 6651. SEC. 401. (a) There is established the Federal Coordinating Council for Science, Engineering, and Technology (hereinafter referred to as the "Council").

Membership. (b) The Council shall be composed of the Director of the Office of Science and Technology Policy and one representative of each of the following Federal agencies: Department of Agriculture, Department of Commerce, Department of Defense, Department of Health, Education, and Welfare, Department of Housing and Urban Development, Department of the Interior, Department of State, Department of Transportation, Veterans' Administration, National Aeronautics and Space Administration, National Science Foundation, Environmental Protection Agency, and Energy Research and Development Administration. Each such representative shall be an official of policy rank designated by the head of the Federal agency concerned.

Chairman. (c) The Director of the Office of Science and Technology Policy shall serve as Chairman of the Council. The Chairman may designate another member of the Council to act temporarily in the Chairman's absence as Chairman.

(d) The Chairman may (1) request the head of any Federal agency not named in subsection (b) of this section to designate a representative to participate in meetings or parts of meetings of the Council concerned with matters of substantial interest to such agency, and (2) invite other persons to attend meetings of the Council.

(e) The Council shall consider problems and developments in the fields of science, engineering, and technology and related activities affecting more than one Federal agency, and shall recommend policies and other measures designed to—

(1) provide more effective planning and administration of Federal scientific, engineering, and technological programs,

(2) identify research needs including areas requiring additional emphasis,

(3) achieve more effective utilization of the scientific, engineering, and technological resources and facilities of Federal agencies, including the elimination of unwarranted duplication, and

(4) further international cooperation in science, engineering, and technology.

(f) The Council shall perform such other related advisory duties as shall be assigned by the President or by the Chairman.

(g) For the purpose of carrying out the provisions of this section, each Federal agency represented on the Council shall furnish necessary assistance to the Council. Such assistance may include—

(1) detailing employees to the Council to perform such functions, consistent with the purposes of this section, as the Chairman may assign to them, and

(2) undertaking, upon request of the Chairman, such special studies for the Council as come within the functions herein assigned.

(h) For the purpose of conducting studies and making reports as directed by the Chairman, standing subcommittees and panels of the Council may be established. Subcommittees and panels, establishment.

ABOLITION OF FEDERAL COUNCIL FOR SCIENCE AND TECHNOLOGY

SEC. 402. The Federal Council for Science and Technology, established pursuant to Executive Order 10807, issued March 13, 1959, as amended by Executive Order 11381, issued November 8, 1967, is hereby abolished. 42 USC 1862 note. 42 USC 1862 note.

TITLE V—GENERAL PROVISIONS

AUTHORIZATION

SEC. 501. (a) For the purpose of carrying out title II of this Act, there are authorized to be appropriated— 42 USC 6671.

(1) $750,000 for the fiscal year ending June 30, 1976;

(2) $500,000 for the period beginning July 1, 1976, and ending September 30, 1976;

(3) $3,000,000 for the fiscal year ending September 30, 1977; and

(4) such sums as may be necessary for each of the succeeding fiscal years.

(b) For the purpose of carrying out title III of this Act, there are authorized to be appropriated—

(1) $750,000 for the fiscal year ending June 30, 1976;

(2) $500,000 for the period beginning July 1, 1976, and ending September 30, 1976;

(3) $1,000,000 for the fiscal year ending September 30, 1977; and

(4) such sums as may be necessary for each of the succeeding fiscal years.

STATUTORY REPEAL

5 USC app.; 42 USC 1861 note. 5 USC app. II; 50 USC app. 2271 note.

SEC. 502. Sections 1, 2, 3, and 4 of Reorganization Plan Numbered 2 of 1962 (76 Stat. 1253) and section 2 of Reorganization Plan Numbered 1 of 1973 (87 Stat. 1089) are repealed.

AMENDMENT

SEC. 503. Section 4 of the National Science Foundation Act of 1950 (42 U.S.C. 1863) is amended by striking out subsection (g) and by redesignating subsections (h), (i), and (j), and all references thereto, as subsections (g), (h), and (i), respectively.

PUBLIC LAW 98-365 [H.R. 5155]; July 17, 1984

LAND REMOTE-SENSING COMMERCIALIZATION ACT OF 1984[1]

An Act to establish a system to promote the use of land remote-sensing satellite data, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "Land Remote-Sensing Commercialization Act of 1984".

Land Remote-Sensing Commercialization Act of 1984.
Communications and telecommunications.
15 USC 4201 note.

TITLE I—DECLARATION OF FINDINGS, PURPOSES, AND POLICIES

FINDINGS

Congress.
15 USC 4201.

SEC. 101. The Congress finds and declares that—

(1) the continuous civilian collection and utilization of land remote-sensing data from space are of major benefit in managing the Earth's natural resources and in planning and conducting many other activities of economic importance;

Landsat system.

(2) the Federal Government's experimental Landsat system has established the United States as the world leader in land remote-sensing technology;

(3) the national interest of the United States lies in maintaining international leadership in civil remote sensing and in broadly promoting the beneficial use of remote-sensing data;

Defense and national security.

(4) land remote sensing by the Government or private parties of the United States affects international commitments and policies and national security concerns of the United States;

(5) the broadest and most beneficial use of land remote-sensing data will result from maintaining a policy of nondiscriminatory access to data;

(6) competitive, market-driven private sector involvement in land remote sensing is in the national interest of the United States;

(7) use of land remote-sensing data has been inhibited by slow market development and by the lack of assurance of data continuity;

(8) the private sector, and in particular the "value-added" industry, is best suited to develop land remote-sensing data markets;

(9) there is doubt that the private sector alone can currently develop a total land remote-sensing system because of the high risk and large capital expenditure involved;

(10) cooperation between the Federal Government and private industry can help assure both data continuity and United States leadership;

(11) the time is now appropriate to initiate such cooperation with phased transition to a fully commercial system;

(12) such cooperation should be structured to involve the minimum practicable amount of support and regulation by the

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[1] As amended by Title III (Amendments to the Land Remote-Sensing Commercialization Act of 1984) of the 1987 NASA Authorization Act (P.L. 100-147).

Federal Government and the maximum practicable amount of competition by the private sector, while assuring continuous availability to the Federal Government of land remote-sensing data;

(13) certain Government oversight must be maintained to assure that private sector activities are in the national interest and that the international commitments and policies of the United States are honored; and

(14) there is no compelling reason to commercialize meteorological satellites at this time.

PURPOSES

15 USC 4202.

SEC. 102. The purposes of this Act are to—

(1) guide the Federal Government in achieving proper involvement of the private sector by providing a framework for phased commercialization of land remote sensing and by assuring continuous data availability to the Federal Government;

Defense and national security.

(2) maintain the United States worldwide leadership in civil remote sensing, preserve its national security, and fulfill its international obligations;

(3) minimize the duration and amount of further Federal investment necessary to assure data continuity while achieving commercialization of civil land remote sensing;

(4) provide for a comprehensive civilian program of research, development, and demonstration to enhance both the United States capabilities for remote sensing from space and the application and utilization of such capabilities; and

(5) prohibit commercialization of meteorological satellites at this time.

POLICIES

15 USC 4203.

SEC. 103. (a) It shall be the policy of the United States to preserve its right to acquire and disseminate unenhanced remote-sensing data.

(b) It shall be the policy of the United States that civilian unenhanced remote-sensing data be made available to all potential users on a nondiscriminatory basis and in a manner consistent with applicable antitrust laws.

Defense and national security.

(c) It shall be the policy of the United States both to commercialize those remote-sensing space systems that properly lend themselves to private sector operation and to avoid competition by the Government with such commercial operations, while continuing to preserve our national security, to honor our international obligations, and to retain in the Government those remote-sensing functions that are essentially of a public service nature.

DEFINITIONS

15 USC 4204.

SEC. 104. For purposes of this Act:

(1) The term "Landsat system" means Landsats 1, 2, 3, 4, and 5, and any related ground equipment, systems, and facilities, and any successor civil land remote-sensing space systems operated by the United States Government prior to the commencement of the six-year period described in title III.

(2) The term "Secretary" means the Secretary of Commerce.

(3)(A) The term "nondiscriminatory basis" means without preference, bias, or any other special arrangement (except on the basis of national security concerns pursuant to section 607) regarding delivery, format, financing, or technical considerations which would favor one buyer or class of buyers over another.

(B) The sale of data is made on a nondiscriminatory basis only if (i) any offer to sell or deliver data is published in advance in such manner as will ensure that the offer is equally available to all prospective buyers; (ii) the system operator has not established or changed any price, policy, procedure, or other term or condition in a manner which gives one buyer or class of buyer de facto favored access to data; (iii) the system operator does not make unenhanced data available to any purchaser on an exclusive basis; and (iv) in a case where a system operator offers volume discounts, such discounts are no greater than the demonstrable reductions in the cost of volume sales. The sale of data on a nondiscriminatory basis does not preclude the system operator from offering discounts other than volume discounts to the extent that such discounts are consistent with the provisions of this paragraph.

(C) The sale of data on a nondiscriminatory basis does not require (i) that a system operator disclose names of buyers or their purchases; (ii) that a system operator maintain all, or any particular subset of, data in a working inventory; or (iii) that a system operator expend equal effort in developing all segments of a market.

(4) The term "unenhanced data" means unprocessed or minimally processed signals or film products collected from civil remote-sensing space systems. Such minimal processing may include rectification of distortions, registration with respect to features of the Earth, and calibration of spectral response. Such minimal processing does not include conclusions, manipulations, or calculations derived from such signals or film products or combination of the signals or film products with other data or information.

(5) The term "system operator" means a contractor under title II or title III or a license holder under title IV.

TITLE II—OPERATION AND DATA MARKETING OF LANDSAT SYSTEM

OPERATION

SEC. 201. (a) The Secretary shall be responsible for— 15 USC 4211.

(1) the Landsat system, including the orbit, operation, and disposition of Landsats 1, 2, 3, 4, and 5; and

(2) provision of data to foreign ground stations under the terms of agreements between the United States Government and nations that operate such ground stations which are in force on the date of commencement of the contract awarded pursuant to this title.

(b) The provisions of this section shall not affect the Secretary's authority to contract for the operation of part or all of the Landsat system, so long as the United States Government retains—

(1) ownership of such system;

(2) ownership of the unenhanced data; and

(3) authority to make decisions concerning operation of the system.

CONTRACT FOR MARKETING OF UNENHANCED DATA

15 USC 4212. SEC. 202. (a) In accordance with the requirements of this title, the Secretary, by means of a competitive process and to the extent provided in advance by appropriation Acts, shall contract with a United States private sector party (as defined by the Secretary) for the marketing of unenhanced data collected by the Landsat system. Any such contract—

(1) shall provide that the contractor set the prices of unenhanced data;

(2) may provide for financial arrangements between the Secretary and the contractor including fees for operating the system, payments by the contractor as an initial fee or as a percentage of sales receipts, or other such considerations;

(3) shall provide that the contractor will offer to sell and deliver unenhanced data to all potential buyers on a nondiscriminatory basis;

(4) shall provide that the contractor pay to the United States Government the full purchase price of any unenhanced data except in the case of research and development activities conducted in accordance with section 504[1] that the contractor elects to utilize for purposes other than sale;

(5) shall be entered into by the Secretary only if the Secretary has determined that such contract is likely to result in net cost savings for the United States Government; and

(6) may be reawarded competitively after the practical demise of the space segment of the Landsat system, as determined by the Secretary.

(b) Any contract authorized by subsection (a) may specify that the contractor use, and, at his own expense, maintain, repair, or modify, such elements of the Landsat system as the contractor finds necessary for commercial operations.

Congress. (c) Any decision or proposed decision by the Secretary to enter into any such contract shall be transmitted to the Committee on Commerce, Science, and Transportation of the Senate and the Committee on Science and Technology of the House of Representatives for their review. No such decision or proposed decision shall be implemented unless (A) a period of thirty calendar days has passed after the receipt by each such committee of such transmittal, or (B) each such committee before the expiration of such period has agreed to transmit and has transmitted to the Secretary written notice to the effect that such committee has no objection to the decision or proposed decision. As part of the transmittal, the Secretary shall include information on the terms of the contract described in subsection (a).

(d) In defining "United States private sector party" for purposes of this Act, the Secretary may take into account the citizenship of key personnel, location of assets, foreign ownership, control, influence, and other such factors.

CONDITIONS OF COMPETITION FOR CONTRACT

15 USC 4213. SEC. 203. (a) The Secretary shall, as part of the advertisement for the competition for the contract authorized by section 202, identify and publish the international obligations, national security concerns (with appropriate protection of sensitive information), domestic

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[1] As amended by Title III (Amendments to the Land Remote-Sensing Commercialization Act of 1984) of 1987 NASA Authorization Act (P.L. 100-147), Sec. 304.

legal considerations, and any other standards or conditions which a private contractor shall be required to meet.

(b) In selecting a contractor under this title, the Secretary shall consider—

(1) ability to market aggressively unenhanced data;

(2) the best overall financial return to the Government, including the potential cost savings to the Government that are likely to result from the contract;

(3) ability to meet the obligations, concerns, considerations, standards, and conditions identified under subsection (a);

(4) technical competence, including the ability to assure continuous and timely delivery of data from the Landsat system;

(5) ability to effect a smooth transition with the contractor selected under title III; and

(6) such other factors as the Secretary deems appropriate and relevant.

(c) If, as a result of the competitive process required by section 202(a), the Secretary receives no proposal which is acceptable under the provisions of this title, the Secretary shall so certify and fully report such finding to the Congress. As soon as practicable but not later than thirty days after so certifying and reporting, the Secretary shall reopen the competitive process. The period for the subsequent competitive process shall not exceed one hundred and twenty days. If, after such subsequent competitive process, the Secretary receives no proposal which is acceptable under the provisions of this title, the Secretary shall so certify and fully report such finding to the Congress. In the event that no acceptable proposal is received, the Secretary shall continue to market data from the Landsat system. Report.

(d) A contract awarded under section 202 may, in the discretion of the Secretary, be combined with the contract required by title III, pursuant to section 304(b).

SALE OF DATA

SEC. 204. (a) After the date of the commencement of the contract described in section 202(a), the contractor shall be entitled to revenues from sales of copies of data from the Landsat system, subject to the conditions specified in sections 601 and 602. 15 USC 4214.

(b) The contractor may continue to market data previously generated by the Landsat system after the demise of the space segment of that system.

FOREIGN GROUND STATIONS

SEC. 205. (a) The contract under this title shall provide that the contractor shall act as the agent of the Secretary by continuing to supply unenhanced data to foreign ground stations for the life, and according to the terms, of those agreements between the United States Government and such foreign ground stations that are in force on the date of the commencement of the contract. 15 USC 4215.

(b) Upon the expiration of such agreements, or in the case of foreign ground stations that have no agreement with the United States on the date of commencement of the contract, the contract shall provide—

(1) that unenhanced data from the Landsat system shall be made available to foreign ground stations only by the contractor; and

(2) that such data shall be made available on a nondiscriminatory basis.

TITLE III—PROVISION OF DATA CONTINUITY AFTER THE LANDSAT SYSTEM

PURPOSES AND DEFINITION

15 USC 4221.

SEC. 301. (a) It is the purpose of this title—

(1) to provide, in an orderly manner and with minimal risk, for a transition from Government operation to private, commercial operation of civil land remote-sensing systems; and

(2) to provide data continuity for six years after the practical demise of the space segment of the Landsat system.

(b) For purposes of this title, the term "data continuity" means the continued availability of unenhanced data—

(1) including data which are from the point of view of a data user—

(A) functionally equivalent to the multispectral data generated by the Landsat 1 and 2 satellites; and

(B) compatible with such data and with equipment used to receive and process such data; and

(2) at an annual volume at least equal to the Federal usage during fiscal year 1983.

(c) Data continuity may be provided using whatever technologies are available.

DATA CONTINUITY AND AVAILABILITY

Contracts with U.S.
15 USC 4222.

SEC. 302. The Secretary shall solicit proposals from United States private sector parties (as defined by the Secretary pursuant to section 202) for a contract for the development and operation of a remote-sensing space system capable of providing data continuity for a period of six years and for marketing unenhanced data in accordance with the provisions of sections 601 and 602. Such proposals, at a minimum, shall specify—

(1) the quantities and qualities of unenhanced data expected from the system;

(2) the projected date upon which operations could begin;

(3) the number of satellites to be constructed and their expected lifetimes;

(4) any need for Federal funding to develop the system;

(5) any percentage of sales receipts or other returns offered to the Federal Government;

(6) plans for expanding the market for land remote-sensing data; and

(7) the proposed procedures for meeting the national security concerns and international obligations of the United States in accordance with section 607.

AWARDING OF THE CONTRACT

15 USC 4223.

SEC. 303. (a)(1) In accordance with the requirements of this title, the Secretary shall evaluate the proposals described in section 302 and, by means of a competitive process and to the extent provided in advance by appropriation Acts, shall contract with the United States private sector party for the capability of providing data continuity for a period of six years and for marketing unenhanced data.

(2) Before commencing space operations the contractor shall obtain a license under title IV.

(b) As part of the evaluation described in subsection (a), the Secretary shall analyze the expected outcome of each proposal in terms of—

(1) the net cost to the Federal Government of developing the recommended system;

(2) the technical competence and financial condition of the contractor;

(3) the availability of such data after the expected termination of the Landsat system;

(4) the quantities and qualities of data to be generated by the recommended system;

(5) the contractor's ability to supplement the requirement for data continuity by adding, at the contractor's expense, remote-sensing capabilities which maintain United States leadership in remote sensing;

(6) the potential to expand the market for data;

(7) expected returns to the Federal Government based on any percentage of data sales or other such financial consideration offered to the Federal Government in accordance with section 305;

(8) the commercial viability of the proposal;

(9) the proposed procedures for satisfying the national security concerns and international obligations of the United States;

(10) the contractor's ability to effect a smooth transition with any contractor selected under title II; and

(11) such other factors as the Secretary deems appropriate and relevant.

Congress.

(c) Any decision or proposed decision by the Secretary to enter into any such contract shall be transmitted to the Committee on Commerce, Science, and Transportation of the Senate and the Committee on Science and Technology of the House of Representatives for their review. No such decision or proposed decision shall be implemented unless (1) a period of thirty calendar days has passed after the receipt by each such committee of such transmittal, or (2) each such committee before the expiration of such period has agreed to transmit and has transmitted to the Secretary written notice to the effect that such committee has no objection to the decision or proposed decision. As part of the transmittal, the Secretary shall include the information specified in subsection (a).

Report.

(d) If, as a result of the competitive process required by this section, the Secretary receives no proposal which is acceptable under the provisions of this title, the Secretary shall so certify and fully report such finding to the Congress. As soon as practicable but not later than thirty days after so certifying and reporting, the Secretary shall reopen the competitive process. The period for the subsequent competitive process shall not exceed one hundred and eighty days. If, after such subsequent competitive process, the Secretary receives no proposal which is acceptable under the provisions of this title, the Secretary shall so certify and fully report such finding to the Congress. Not earlier than ninety days after such certification and report, the Secretary may assure data continuity by procurement and operation by the Federal Government of the necessary systems, to the extent provided in advance by appropriation Acts.

TERMS OF CONTRACT

15 USC 4224. SEC. 304. (a) Any contract entered into pursuant to this title—

(1) shall be entered into as soon as practicable, allowing for the competitive procurement process required by this title;

(2) shall, in accordance with criteria determined and published by the Secretary, reasonably assure data continuity for a period of six years, beginning as soon as practicable in order to minimize any interruption of data availability;

(3) shall provide that the contractor will offer to sell and deliver unenhanced data to all potential buyers on a nondiscriminatory basis;

(4) shall not provide a guarantee of data purchases from the contractor by the Federal Government;

(5) may provide that the contractor utilize, on a space-available basis, a civilian United States Government satellite or vehicle as a platform for a civil land remote-sensing space system, if—

(A) the contractor agrees to reimburse the Government immediately for all related costs incurred with respect to such utilization, including a reasonable and proportionate share of fixed, platform, data transmission, and launch costs; and

(B) such utilization would not interfere with or otherwise compromise intended civilian Government missions, as determined by the agency responsible for the civilian platform; and

(6) may provide financial support by the United States Government, for a portion of the capital costs required to provide data continuity for a period of six years, in the form of loans, loan guarantees, or payments pursuant to section 305 of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 255).

(b)(1) Without regard to whether any contract entered into under this title is combined with a contract under title II, the Secretary shall promptly determine whether the contract entered into under this title reasonably effectuates the purposes and policies of title II. Such determination shall be submitted to the President and the Congress, together with a full statement of the basis for such determination.

(2) If the Secretary determines that such contract does not reasonably effectuate the requirements of title II, the Secretary shall promptly carry out the provisions of such title to the extent provided in advance in appropriations Acts.

MARKETING

15 USC 4225. SEC. 305. (a) In order to promote aggressive marketing of land remote-sensing data, any contract entered into pursuant to this title may provide that the percentage of sales paid by the contractor to the Federal Government shall decrease according to stipulated increases in sales levels.

(b) After the six-year period described in section 304(a)(2), the contractor may continue to sell data. If licensed under title IV, the contractor may continue to operate a civil remote-sensing space system.

REPORT

15 USC 4226.

SEC. 306. Two years after the date of the commencement of the six-year period described in section 304(a)(2), the Secretary shall report to the President and to the Congress on the progress of the transition to fully private financing, ownership, and operation of remote-sensing space systems, together with any recommendations for actions, including actions necessary to ensure United States leadership in civilian land remote sensing from space.

TERMINATION OF AUTHORITY

15 USC 4227.

SEC. 307. The authority granted to the Secretary by this title shall terminate ten years after the date of enactment of this Act.

DISPOSITION OF GOVERNMENT ASSETS

Contracts.
15 USC 4228.

SEC. 308. Following the completion of a contract made pursuant to this title, the Secretary may, upon 30 days advance notice to the Committee on Commerce, Science, and Transportation of the Senate and the Committee on Science, Space, and Technology of the House of Representatives, dispose of assets (other than real property) under the control of the Secretary in a manner which best ensures the continuation of the contractor's commercial activity.[1]

TITLE IV—LICENSING OF PRIVATE REMOTE-SENSING SPACE SYSTEMS

GENERAL AUTHORITY

15 USC 4241.

SEC. 401. (a)(1) In consultation with other appropriate Federal agencies, the Secretary is authorized to license private sector parties to operate private remote-sensing space systems for such period as the Secretary may specify and in accordance with the provisions of this title.

(2) In the case of a private space system that is used for remote sensing and other purposes, the authority of the Secretary under this title shall be limited only to the remote-sensing operations of such space system.

(b) No license shall be granted by the Secretary unless the Secretary determines in writing that the applicant will comply with the requirements of this Act, any regulations issued pursuant to this Act, and any applicable international obligations and national security concerns of the United States.

Review date.

(c) The Secretary shall review any application and make a determination thereon within one hundred and twenty days of the receipt of such application. If final action has not occurred within such time, the Secretary shall inform the applicant of any pending issues and of actions required to resolve them.

(d) The Secretary shall not deny such license in order to protect any existing licensee from competition.

CONDITIONS FOR OPERATION

15 USC 4242.

SEC. 402. (a) No person who is subject to the jurisdiction or control of the United States may, directly or through any subsidiary or affiliate, operate any private remote-sensing space system without a license pursuant to section 401.

(b) Any license issued pursuant to this title shall specify, at a minimum, that the licensee shall comply with all of the requirements of this Act and shall—

Defense and national security.

(1) operate the system in such manner as to preserve and promote the national security of the United States and to observe and implement the international obligations of the United States in accordance with section 607;

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[1] As amended by Title III (Amendments to the Land Remote-Sensing Commercialization Act of 1984) of the 1987 NASA Authorization Act (P.L. 100-147), Sec. 305.

(2) make unenhanced data available to all potential users on a nondiscriminatory basis;

(3) upon termination of operations under the license, make disposition of any satellites in space in a manner satisfactory to the President;

(4) promptly make available all unenhanced data which the Secretary may request pursuant to section 602;

(5) furnish the Secretary with complete orbit and data collection characteristics of the system, obtain advance approval of any intended deviation from such characteristics, and inform the Secretary immediately of any unintended deviation;

(6) notify the Secretary of any agreement the licensee intends to enter with a foreign nation, entity, or consortium involving foreign nations or entities;

(7) permit the inspection by the Secretary of the licensee's equipment, facilities, and financial records;

(8) surrender the license and terminate operations upon notification by the Secretary pursuant to section 403(a)(1); and

(9)(A) notify the Secretary of any "value added" activities (as defined by the Secretary by regulation) that will be conducted by the licensee or by a subsidiary or affiliate; and

(B) if such activities are to be conducted, provide the Secretary with a plan for compliance with the provisions of this Act concerning nondiscriminatory access.

ADMINISTRATIVE AUTHORITY OF THE SECRETARY

15 USC 4243. SEC. 403. (a) In order to carry out the responsibilities specified in this title, the Secretary may—

(1) grant, terminate, modify, condition, transfer, or suspend licenses under this title, and upon notification of the licensee may terminate licensed operations on an immediate basis, if the Secretary determines that the licensee has substantially failed to comply with any provision of this Act, with any regulation issued under this Act, with any terms, conditions, or restrictions of such license, or with any international obligations or national security concerns of the United States;

(2) inspect the equipment, facilities, or financial records of any licensee under this title;

(3) provide penalties for noncompliance with the requirements of licenses or regulations issued under this title, including civil penalties not to exceed $10,000 (each day of operation in violation of such licenses or regulations constituting a separate violation);

(4) compromise, modify, or remit any such civil penalty;

(5) issue subpenas for any materials, documents, or records, or for the attendance and testimony of witnesses for the purpose of conducting a hearing under this section;

(6) seize any object, record, or report where there is probable cause to believe that such object, record, or report was used, is being used, or is likely to be used in violation of this Act or the requirements of a license or regulation issued thereunder; and

(7) make investigations and inquiries and administer to or take from any person an oath, affirmation, or affidavit concerning any matter relating to the enforcement of this Act.

(b) Any applicant or licensee who makes a timely request for review of an adverse action pursuant to subsection (a)(1), (a)(3), or (a)(6) shall be entitled to adjudication by the Secretary on the record after an opportunity for an agency hearing with respect to such adverse action. Any final action by the Secretary under this subsection shall be subject to judicial review under chapter 7 of title 5, United States Code. 5 USC 701 *et seq.*

REGULATORY AUTHORITY OF THE SECRETARY

SEC. 404. The Secretary may issue regulations to carry out the provisions of this title. Such regulations shall be promulgated only after public notice and comment in accordance with the provisions of section 553 of title 5, United States Code. 15 USC 4244.

AGENCY ACTIVITIES

SEC. 405. (a) A private sector party may apply for a license to operate a private remote-sensing space system which utilizes, on a space-available basis, a civilian United States Government satellite or vehicle as a platform for such system. The Secretary, pursuant to the authorities of this title, may license such system if it meets all conditions of this title and— 15 USC 4245.

(1) the system operator agrees to reimburse the Government immediately for all related costs incurred with respect to such utilization, including a reasonable and proportionate share of fixed, platform, data transmission, and launch costs; and

(2) such utilization would not interfere with or otherwise compromise intended civilian Government missions, as determined by the agency responsible for such civilian platform.

(b) The Secretary may offer assistance to private sector parties in finding appropriate opportunities for such utilization.

(c) To the extent provided in advance by appropriation Acts, any Federal agency may enter into agreements for such utilization if such agreements are consistent with such agency's mission and statutory authority, and if such remote-sensing space system is licensed by the Secretary before commencing operation.

(d) The provisions of this section do not apply to activities carried out under title V.

(e) Nothing in this title shall affect the authority of the Federal Communications Commission pursuant to the Communications Act of 1934, as amended (47 U.S.C. 151 et seq.). 47 USC 609.

TERMINATION

SEC. 406. If, five years after the expiration of the six-year period described in section 304(a)(2), no private sector party has been licensed and continued in operation under the provisions of this title, the authority of this title shall terminate. 15 USC 4246.

TITLE V—RESEARCH AND DEVELOPMENT

CONTINUED FEDERAL RESEARCH AND DEVELOPMENT

SEC. 501. (a)(1) The Administrator of the National Aeronautics and Space Administration is directed to continue and to enhance such Administration's programs of remote-sensing research and development. 15 USC 4261.

(2) The Administrator is authorized and encouraged to—

(A) conduct experimental space remote-sensing programs (including applications demonstration programs and basic research at universities);

(B) develop remote-sensing technologies and techniques, including those needed for monitoring the Earth and its environment; and

(C) conduct such research and development in cooperation with other Federal agencies and with public and private research entities (including private industry, universities, State and local governments, foreign governments, and international organizations) and to enter into arrangements (including joint ventures) which will foster such cooperation.

(b)(1) The Secretary is directed to conduct a continuing program of—

(A) research in applications of remote-sensing;

(B) monitoring of the Earth and its environment; and

(C) development of technology for such monitoring.

(2) Such program may include support of basic research at universities and demonstrations of applications.

(3) The Secretary is authorized and encouraged to conduct such research, monitoring, and development in cooperation with other Federal agencies and with public and private research entities (including private industry, universities, State and local governments, foreign governments, and international organizations) and to enter into arrangements (including joint ventures) which will foster such cooperation.

(c)(1) In order to enhance the United States ability to manage and utilize its renewable and nonrenewable resources, the Secretary of Agriculture and the Secretary of the Interior are authorized and encouraged to conduct programs of research and development in the applications of remote sensing using funds appropriated for such purposes.

(2) Such programs may include basic research at universities, demonstrations of applications, and cooperative activities involving other Government agencies, private sector parties, and foreign and international organizations.

(d) Other Federal agencies are authorized and encouraged to conduct research and development on the use of remote sensing in fulfillment of their authorized missions, using funds appropriated for such purposes.

Report.

(e) The Secretary and the Administrator of the National Aeronautics and Space Administration shall, within one year after the date of enactment of this Act and biennially thereafter, jointly develop and transmit to the Congress a report which includes (1) a unified national plan for remote-sensing research and development applied to the Earth and its atmosphere; (2) a compilation of progress in the relevant ongoing research and development activities of the Federal agencies; and (3) an assessment of the state of our knowledge of the Earth and its atmosphere, the needs for additional research (including research related to operational Federal remote-sensing space programs), and opportunities available for further progress.

15 USC 4262.

RESEARCH AND DEVELOPMENT ACTIVITIES OF FEDERAL AGENCIES

SEC. 502. Each Federal agency is authorized and encouraged to provide data gathered in experimental remote-sensing space programs to related research and development programs funded by the Federal Government (including application programs) and to cooperative research programs if the Federal agency involved determines that the data will not be used—

"(1) for any commercial purpose; or

"(2) in substantial competition with data available from a licensee under this Act;

except pursuant to section 503.[1]

SALE OF EXPERIMENTAL DATA

SEC. 503. Data gathered in Federal experimental remote-sensing space programs may be sold en bloc through a competitive process (consistent with national security interests and international obligations of the United States and in accordance with section 607) to any United States entity which will market the data on a nondiscriminatory basis. 15 USC 4263.

RESEARCH AND DEVELOPMENT ACTIVITIES OF SYSTEM OPERATORS

"SEC. 504. Notwithstanding section 601, any system operator under title II, III, or IV of this Act, or any marketing entity under section 503 of this Act, may provide data for any research and development programs if— 15 USC 4264.

"(1) a complete and timely disclosure of the results of such research and development is made in the open technical literature or is otherwise made publicly available;

"(2) the system operator or marketing entity provides to the Secretary an annual report of all research and development data transactions including the nature of any cooperative agreements and the prices charged for data; and Reports.

"(3) the data are not used for commercial purposes or in substantial competition with data available from a licensee under this Act.[2]

TITLE VI—GENERAL PROVISIONS

NONDISCRIMINATORY DATA AVAILABILITY

SEC. 601. (a) Any unenhanced data generated by any system operator under the provisions of this Act shall be made available to all users on a nondiscriminatory basis in accordance with the requirements of this Act. Public availability. 15 USC 4271.

(b) Any system operator shall make publicly available the prices, policies, procedures, and other terms and conditions (but, in accordance with section 104(3)(C), not necessarily the names of buyers or their purchases) upon which the operator will sell such data.

ARCHIVING OF DATA

SEC. 602. (a) It is in the public interest for the United States Government— 15 USC 4272.

(1) to maintain an archive of land remote-sensing data for historical, scientific, and technical purposes, including long-term global environmental monitoring;

(2) to control the content and scope of the archive; and

(3) to assure the quality, integrity, and continuity of the archive.

(b) The Secretary shall provide for long-term storage, maintenance, and upgrading of a basic, global, land remote-sensing data set (hereinafter referred to as the "basic data set") and shall follow reasonable archival practices to assure proper storage and preservation of the basic data set and timely access for parties requesting data. The basic data set which the Secretary assembles in the Government archive shall remain distinct from any inventory of data which a system operator may maintain for sales and for other purposes.

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[1] **As amended by Title III (Amendments to the Land Remote-Sensing Commercialization Act of 1984) of the 1987 NASA Authorization Act (P.L. 100–147), Sec. 306.**

[2] **Ibid, Sec. 307.**

(c) In determining the initial content of, or in upgrading, the basic data set, the Secretary shall—

(1) use as a baseline the data archived on the date of enactment of this Act;

(2) take into account future technical and scientific developments and needs;

(3) consult with and seek the advice of users and producers of remote-sensing data and data products;

(4) consider the need for data which may be duplicative in terms of geographical coverage but which differ in terms of season, spectral bands, resolution, or other relevant factors;

(5) include, as the Secretary considers appropriate, unenhanced data generated either by the Landsat system, pursuant to title III, or by licensees under title IV;

(6) include, as the Secretary considers appropriate, data collected by foreign ground stations or by foreign remote-sensing space systems; and

(7) ensure that the content of the archive is developed in accordance with section 607.

(d) Subject to the availability of appropriations, the Secretary shall request data needed for the basic data set and pay to the providing system operator reasonable costs for reproduction and transmission. A system operator shall promptly make requested data available in a form suitable for processing for archiving.

Marketing.

(e) Any system operator shall have the exclusive right to sell all data that the operator provides to the United States remote-sensing data archive for a period to be determined by the Secretary but not to exceed ten years from the date the data are sensed. In the case of data generated from the Landsat system prior to the implementation of the contract described in section 202(a), any contractor selected pursuant to section 202 shall have the exclusive right to market such data on behalf of the United States Government for the duration of such contract. A system operator may relinquish the exclusive right and consent to distribution from the archive before the period of exclusive right has expired by terminating the offer to sell particular data.

Public availability.

(f) After the expiration of such exclusive right to sell, or after relinquishment of such right, the data provided to the United States remote-sensing data archive shall be in the public domain and shall be made available to requesting parties by the Secretary at prices reflecting reasonable costs of reproduction and transmittal.

(g) In carrying out the functions of this section, the Secretary shall, to the extent practicable and as provided in advance by appropriation Acts, use existing Government facilities.

NONREPRODUCTION

15 USC 4273.

SEC. 603. In addition to such other terms and conditions as the system operator may set forth in compliance with section 601 of this Act, the system operator may require that unenhanced data not be reproduced or disseminated by any foreign or domestic purchaser.[1]

REIMBURSEMENT FOR ASSISTANCE

15 USC 4274.

SEC. 604. The Administrator of the National Aeronautics and Space Administration, the Secretary of Defense and the heads of other Federal agencies may provide assistance to system operators under the provisions of this Act. Substantial assistance shall be reimbursed by the operator, except as otherwise provided by law.

ACQUISITION OF EQUIPMENT

15 USC 4275.

SEC. 605. The Secretary may, by means of a competitive process, allow a licensee under title IV or any other private party to buy, lease, or otherwise acquire the use of equipment from the Landsat system, when such equipment is no longer needed for the operation of such system or for the sale of data from such system. Officials of other Federal civilian agencies are authorized and encouraged to cooperate with the Secretary in carrying out the provisions of this section.

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[1] As amended by Title III (Amendments to the Land Remote-Sensing Commercialization Act of 1984) of the 1987 NASA Authorization Act (P.L. 100-147), Sec. 308.

RADIO FREQUENCY ALLOCATION

President of U.S.
15 USC 4276.

SEC. 606. (a) Within thirty days after the date of enactment of this Act, the President (or the President's delegee, if any, with authority over the assignment of frequencies to radio stations or classes of radio stations operated by the United States) shall make available for nongovernmental use spectrum presently allocated to Government use, for use by United States Landsat and commercial remote-sensing space systems. The spectrum to be so made available shall conform to any applicable international radio or wire treaty or convention, or regulations annexed thereto. Within ninety days thereafter, the Federal Communications Commission shall utilize appropriate procedures to authorize the use of such spectrum for nongovernmental use. Nothing in this section shall preclude the ability of the Commission to allocate additional spectrum to commercial land remote-sensing space satellite system use.

47 USC 609.

(b) To the extent required by the Communications Act of 1934, as amended (47 U.S.C. 151 et seq.), an application shall be filed with the Federal Communications Commission for any radio facilities involved with the commercial remote-sensing space system.

(c) It is the intent of Congress that the Federal Communications Commission complete the radio licensing process under the Communications Act of 1934, as amended (47 U.S.C. 151 et seq.), upon the application of any private sector party or consortium operator of any commercial land remote-sensing space system subject to this Act, within one hundred and twenty days of the receipt of an application for such licensing. If final action has not occurred within one hundred and twenty days of the receipt of such an application, the Federal Communications Commission shall inform the applicant of any pending issues and of actions required to resolve them.

(d) Authority shall not be required from the Federal Communications Commission for the development and construction of any United States land remote-sensing space system (or component thereof), other than radio transmitting facilities or components, while any licensing determination is being made.

(e) Frequency allocations made pursuant to this section by the Federal Communications Commission shall be consistent with international obligations and with the public interest.

CONSULTATION

Defense and national security.
15 USC 4277.

SEC. 607. (a) The Secretary shall consult with the Secretary of Defense on all matters under this Act affecting national security. The Secretary of Defense shall be responsible for determining those conditions, consistent with this Act, necessary to meet national security concerns of the United States and for notifying the Secretary promptly of such conditions.

(b)(1) The Secretary shall consult with the Secretary of State on all matters under this Act affecting international obligations. The Secretary of State shall be responsible for determining those conditions, consistent with this Act, necessary to meet international obligations and policies of the United States and for notifying the Secretary promptly of such conditions.

(2) Appropriate Federal agencies are authorized and encouraged to provide remote-sensing data, technology, and training to developing nations as a component of programs of international aid.

(3) The Secretary of State shall promptly report to the Secretary any instances outside the United States of discriminatory distribution of data.

(c) If, as a result of technical modifications imposed on a system operator on the basis of national security concerns, the Secretary, in consultation with the Secretary of Defense or with other Federal agencies, determines that additional costs will be incurred by the system operator, or that past development costs (including the cost of capital) will not be recovered by the system operator, the Secretary may require the agency or agencies requesting such technical modifications to reimburse the system operator for such additional or development costs, but not for anticipated profits. Reimbursements may cover costs associated with required changes in system performance, but not costs ordinarily associated with doing business abroad.

AMENDMENT TO NATIONAL AERONAUTICS AND SPACE ADMINISTRATION AUTHORIZATION, 1983

SEC. 608. Subsection (a) of section 201 of the National Aeronautics and Space Administration Authorization Act, 1983 (Public Law 97-324; 96 Stat. 1601) is amended to read as follows: 15 USC 1517 note.

"(a) The Secretary of Commerce is authorized to plan and provide for the management and operation of civil remote-sensing space systems, which may include the Landsat 4 and 5 satellites and associated ground system equipment transferred from the National Aeronautics and Space Administration; to provide for user fees; and to plan for the transfer of the operation of civil remote-sensing space systems to the private sector when in the national interest.".

AUTHORIZATION OF APPROPRIATIONS

15 USC 4278. SEC. 609. (a) There are authorized to be appropriated to the Secretary $75,000,000 for fiscal year 1985 for the purpose of carrying out the provisions of this Act. Such sums shall remain available until expended, but shall not become available until the time periods specified in sections 202(c) and 303(c) have expired.

(b) The authorization provided for under subsection (a) shall be in addition to moneys authorized pursuant to title II of the National Aeronautics and Space Administration Authorization Act, 1983. 15 USC 1517 note.

TITLE VII—PROHIBITION OF COMMERCIALIZATION OF WEATHER SATELLITES

PROHIBITION

President of U.S. 15 USC 4291. SEC. 701. Neither the President nor any other official of the Government shall make any effort to lease, sell, or transfer to the private sector, commercialize, or in any way dismantle any portion of the weather satellite systems operated by the Department of Commerce or any successor agency.

FUTURE CONSIDERATIONS

SEC. 702. Regardless of any change in circumstances subsequent to the enactment of this Act, even if such change makes it appear to be in the national interest to commercialize weather satellites, neither the President nor any official shall take any action prohibited by section 701 unless this title has first been repealed. 15 USC 4292.

Approved July 17, 1984.

LEGISLATIVE HISTORY—H.R. 5155:

HOUSE REPORT No. 98-647 (Comm. on Science and Technology).
SENATE REPORT No. 98-458 (Comm. on Commerce, Science, and Transportation).
CONGRESSIONAL RECORD, Vol. 130 (1984):
  Apr. 9, considered and passed House.
  June 8, considered and passed Senate, amended.
  June 28, House concurred in Senate amendment with an amendment.
  June 29, Senate concurred in House amendment.
WEEKLY COMPILATION OF PRESIDENTIAL DOCUMENTS, Vol. 20, No. 29 (1984):
  July 17, Presidential statement.

APPENDIX F-5

Public Law 98-575—October 30, 1984
98th Congress

An Act to facilitate commercial space launches, and for other purposes.

Public Law 98-575
98th Congress

An Act

To facilitate commercial space launches, and for other purposes.

Oct. 30, 1984
[H.R. 3942]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

Commercial Space Launch Act.

SHORT TITLE

SECTION 1. This Act may be cited as the "Commercial Space Launch Act". 49 USC app. 2601 note.

FINDINGS

SEC. 2. The Congress finds and declares that— 49 USC app. 2601.

(1) the peaceful uses of outer space continue to be of great value and to offer benefits to all mankind;

(2) private applications of space technology have achieved a significant level of commercial and economic activity, and offer the potential for growth in the future, particularly in the United States;

(3) new and innovative equipment and services are being sought, created, and offered by entrepreneurs in telecommunications, information services, and remote sensing technology;

(4) the private sector in the United States has the capability of developing and providing private satellite launching and associated services that would complement the launching and associated services now available from the United States Government;

(5) the development of commercial launch vehicles and associated services would enable the United States to retain its competitive position internationally, thereby contributing to the national interest and economic well-being of the United States;

(6) provision of launch services by the private sector is consistent with the national security interests and foreign policy interests of the United States and would be facilitated by stable, minimal, and appropriate regulatory guidelines that are fairly and expeditiously applied; and

(7) the United States should encourage private sector launches and associated services and, only to the extent necessary, regulate such launches and services in order to ensure compliance with international obligations of the United States and to protect the public health and safety, safety of property, and national security interests and foreign policy interests of the United States.

PURPOSES

SEC. 3. It is therefore the purpose of this Act— 49 USC 2602.

(1) to promote economic growth and entrepreneurial activity through utilization of the space environment for peaceful purposes;

(2) to encourage the United States private sector to provide launch vehicles and associated launch services by simplifying and expediting the issuance and transfer of commercial launch licenses and by facilitating and encouraging the utilization of Government-developed space technology; and

(3) to designate an executive department to oversee and coordinate the conduct of commercial launch operations, to issue and transfer commercial launch licenses authorizing such activities, and to protect the public health and safety, safety of property, and national security interests and foreign policy interests of the United States.

DEFINITIONS

49 USC app. 2603.

SEC. 4. For purposes of this Act—

(1) "agency" means an executive agency as defined by section 105 of title 5, United States Code;

(2) "launch" means to place, or attempt to place, a launch vehicle and payload, if any, in a suborbital trajectory, in Earth orbit in outer space, or otherwise in outer space;

(3) "launch property" means propellants, launch vehicles and components thereof, and other physical items constructed for or used in the launch preparation or launch of a launch vehicle;

(4) "launch services" means those activities involved in the preparation of a launch vehicle and its payload for launch and the conduct of a launch;

(5) "launch site" means the location on Earth from which a launch takes place, as defined in any license issued or transferred by the Secretary under this Act, and includes all facilities located on a launch site which are necessary to conduct a launch;

(6) "launch vehicle" means any vehicle constructed for the purpose of operating in, or placing a payload in, outer space and any suborbital rocket;

(7) "payload" means an object which a person undertakes to place in outer space by means of a launch vehicle, and includes subcomponents of the launch vehicle specifically designed or adapted for that object;

(8) "person" means any individual and any corporation, partnership, joint venture, association, or other entity organized or existing under the laws of any State or any nation;

(9) "Secretary" means the Secretary of Transportation;

(10) "State", and "United States" when used in a geographical sense, mean the several States, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, the United States Virgin Islands, Guam, and any other commonwealth, territory, or possession of the United States; and

(11) "United States citizen" means—

(A) any individual who is a citizen of the United States;

(B) any corporation, partnership, joint venture, association, or other entity organized or existing under the laws of the United States or any State; and

(C) any corporation, partnership, joint venture, association, or other entity which is organized or exists under the laws of a foreign nation, if the controlling interest (as defined by the Secretary in regulations) in such entity is held by an individual or entity described in subparagraph (A) or (B).

GENERAL RESPONSIBILITIES OF THE SECRETARY AND OTHER AGENCIES

SEC. 5. (a) The Secretary shall be responsible for carrying out this Act, and in doing so shall—

49 USC app. 2604.

(1) encourage, facilitate, and promote commercial space launches by the private sector; and

(2) consult with other agencies to provide consistent application of licensing requirements under this Act and to ensure fair and equitable treatment for all license applicants.

(b) To the extent permitted by law, Federal agencies shall assist the Secretary, as necessary, in carrying out this Act.

REQUIREMENT OF LICENSE FOR PRIVATE SPACE LAUNCH OPERATIONS

SEC. 6. (a)(1) No person shall launch a launch vehicle or operate a launch site within the United States, unless authorized by a license issued or transferred under this Act.

49 USC app. 2605.

(2) No United States citizen described in subparagraph (A) or (B) of section 4(11) shall launch a launch vehicle or operate a launch site outside the United States, unless authorized by a license issued or transferred under this Act.

(3)(A) No United States citizen described in subparagraph (C) of section 4(11) shall launch a launch vehicle or operate a launch site at any place which is both outside the United States and outside the territory of any foreign nation, unless authorized by a license issued or transferred under this Act. The preceding sentence shall not apply with respect to a launch or operation of a launch site if there is an agreement in force between the United States and a foreign nation which provides that such foreign nation shall exercise jurisdiction over such launch or operation.

(B)(i) Except as provided in clause (ii) of this subparagraph, this Act shall not apply to the launch of a launch vehicle or the operation of a launch site in the territory of a foreign nation by a United States citizen described in subparagraph (C) of section 4(11).

International agreements.

(ii) If there is an agreement in force between the United States and a foreign nation which provides that the United States shall exercise jurisdiction over the launch of a launch vehicle or operation of a launch site in the territory of such nation by a United States citizen described in subparagraph (C) of section 4(11), no such United States citizen shall launch a launch vehicle or operate a launch site in the territory of such nation, unless authorized by a license issued or transferred under this Act.

(b)(1) The holder of a launch license under this Act shall not launch a payload unless that payload complies with all requirements of Federal law that relate to the launch of a payload. The Secretary shall ascertain whether any license, authorization, or other permit required by Federal law for a payload which is to be launched has been obtained.

(2) If no payload license, authorization, or permit is required by any Federal law, the Secretary may take such action under this Act as the Secretary deems necessary to prevent the launch of a payload by a holder of a launch license under this Act if the Secretary determines that the launch of such payload would jeopardize the

public health and safety, safety of property, or any national security interest or foreign policy interest of the United States.

(c)(1) Except as provided in this Act, no person shall be required to obtain from any agency a license, approval, waiver, or exemption for the launch of a launch vehicle or the operation of a launch site.

(2) Nothing in this Act shall affect the authority of the Federal Communications Commission under the Communications Act of 1934 (47 U.S.C. 151 et seq.) or the authority of the Secretary of Commerce under the Land Remote-Sensing Commercialization Act of 1984 (15 U.S.C. 4201 et seq.).

AUTHORITY TO ISSUE AND TRANSFER LICENSES

49 USC app. 2606.

SEC. 7. The Secretary may, consistent with the public health and safety, safety of property, and national security interests and foreign policy interests of the United States, issue or transfer a license for launching one or more launch vehicles or for operating one or more launch sites, or both, to an applicant who meets the requirements for a license under section 8 of this Act. Any license issued or transferred under this section shall be in effect for such period of time as the Secretary may specify, in accordance with regulations issued under this Act.

LICENSING REQUIREMENTS

49 USC app. 2607.

SEC. 8. (a)(1) All requirements of Federal law which apply to the launch of a launch vehicle or the operation of a launch site shall be requirements for a license under this Act for the launch of a launch vehicle or the operation of a launch site, respectively, except to the extent provided in paragraph (2).

(2) If the Secretary determines, in consultation with appropriate agencies, that any requirement of Federal law that would otherwise apply to the launch of a launch vehicle or the operation of a launch site is not necessary to protect the public health and safety, safety of property, and national security interests and foreign policy interests of the United States, the Secretary may by regulation provide that such requirement shall not be a requirement for a license under this Act.

(b) The Secretary may, with respect to launches and the operation of launch sites, prescribe such additional requirements as are necessary to protect the public health and safety, safety of property, and national security interests and foreign policy interests of the United States.

(c) The Secretary may, in individual cases, waive the application of any requirement for a license under this section if the Secretary determines that such waiver is in the public interest and will not jeopardize the public health and safety, safety of property, or any national security interest or foreign policy interest of the United States.

LICENSE APPLICATION AND APPROVAL

49 USC app. 2608.

SEC. 9. (a) Any person may apply to the Secretary for issuance or transfer of a license under this Act, in such form and manner as the Secretary may prescribe. The Secretary shall establish procedures and timetables to expedite review of applications under this section and to reduce regulatory burdens for applicants.

(b) The Secretary shall issue or transfer a license to an applicant if the Secretary determines in writing that the applicant complies and will continue to comply with the requirements of this Act and any regulation issued under this Act. The Secretary shall include in such license such conditions as may be necessary to ensure compliance with this Act, including an effective means of on-site verification that a launch or operation of a launch site conforms to representations made in the application for a license or transfer of a license. The Secretary shall make a determination on any application not later than 180 days after receipt of such application. If the Secretary has not made a determination within 120 days after receipt of such application, the Secretary shall inform the applicant of any pending issues and of actions required to resolve such issues.

(c) The Secretary, any officer or employee of the United States, or any person with whom the Secretary has entered into a contract under section 14(b) of this Act may not disclose any data or information under this Act which qualifies for exemption under section 552(b)(4) of title 5, United States Code, or is designated as confidential by the person or agency furnishing such data or information, unless the Secretary determines that the withholding of such data or information is contrary to the public or national interest.

SUSPENSION, REVOCATION, AND MODIFICATION OF LICENSES

49 USC app. 2609.

SEC. 10. (a) The Secretary may suspend or revoke any license issued or transferred under this Act if the Secretary finds that the licensee has substantially failed to comply with any requirement of this Act, the license, or any regulation issued under this Act, or that the suspension or revocation is necessary to protect the public health and safety, safety of property, or any national security interest or foreign policy interest of the United States.

(b) Upon application by the licensee or upon the Secretary's own initiative, the Secretary may modify a license issued or transferred under this Act, if the Secretary finds that the modification will comply with the requirements of this Act.

(c) Unless otherwise specified by the Secretary, any suspension, revocation, or modification by the Secretary under this section—

(1) shall take effect immediately; and

(2) shall continue in effect during any review of such action under section 12 of this Act.

(d) Whenever the Secretary takes any action under this section, the Secretary shall notify the licensee in writing of the Secretary's finding and the action which the Secretary has taken or proposes to take regarding such finding.

EMERGENCY ORDERS

Prohibition. 49 USC app. 2610.

SEC. 11. (a) The Secretary may terminate, prohibit, or suspend immediately the launch of a launch vehicle or the operation of a launch site which is licensed under this Act if the Secretary determines that such launch or operation is detrimental to the public health and safety, safety of property, or any national security interest or foreign policy interest of the United States.

(b) An order terminating, prohibiting, or suspending any launch or operation of a launch site licensed by the Secretary under this Act shall take effect immediately and shall continue in effect during any review of such order under section 12.

ADMINISTRATIVE AND JUDICIAL REVIEW

49 USC app. 2611.

SEC. 12. (a)(1) An applicant for a license and a proposed transferee of a license under this Act shall be entitled to a determination on the record after an opportunity for a hearing in accordance with section 554 of title 5, United States Code, of any decision of the Secretary under section 9(b) to issue or transfer a license with conditions or to deny the issuance or transfer of such license. An owner or operator of a payload shall be entitled to a determination on the record after an opportunity for a hearing in accordance with section 554 of title 5, United States Code, of any decision of the Secretary under section 6(b)(2) to prevent the launch of such payload.

(2) A licensee under this Act shall be entitled to a determination on the record after an opportunity for a hearing in accordance with section 554 of title 5, United States Code, of any decision of the Secretary—

(A) under section 10 to suspend, revoke, or modify a license; or

(B) under section 11 to terminate, prohibit, or suspend any launch or operation of a launch site licensed by the Secretary.

(b) Any final action of the Secretary under this Act to issue, transfer, deny the issuance or transfer of, suspend, revoke, or modify a license or to terminate, prohibit, or suspend any launch or operation of a launch site licensed by the Secretary or to prevent the launch of a payload shall be subject to judicial review as provided in chapter 7 of title 5, United States Code.

REGULATIONS

49 USC app. 2612.

SEC. 13. The Secretary may issue such regulations, after notice and comment in accordance with section 553 of title 5, United States Code, as may be necessary to carry out this Act.

MONITORING OF ACTIVITIES OF LICENSEES

49 USC app. 2613.

SEC. 14. (a) Each license issued or transferred under this Act shall require the licensee—

(1) to allow the Secretary to place Federal officers or employees or other individuals as observers at any launch site used by the licensee, at any production facility or assembly site used by a contractor of the licensee in the production or assembly of a launch vehicle, or at any site where a payload is integrated with a launch vehicle, in order to monitor the activities of the licensee or contractor at such time and to such extent as the Secretary considers reasonable and necessary to determine compliance with the license or to carry out the responsibilities of the Secretary under section 6(b) of this Act; and

(2) to cooperate with such observers in the performance of monitoring functions.

(b) The Secretary may, to the extent provided in advance by appropriation Acts, enter into a contract with any person to carry out subsection (a)(1) of this section.

USE OF GOVERNMENT PROPERTY

49 USC app. 2614.

SEC. 15. (a) The Secretary shall take such actions as may be necessary to facilitate and encourage the acquisition (by lease, sale, transaction in lieu of sale, or otherwise) by the private sector of launch property of the United States which is excess or is otherwise not needed for public use and of launch services, including utilities, of the United States which are otherwise not needed for public use.

(b)(1) The amount to be paid to the United States by any person who acquires launch property or launch services, including utilities, shall be established by the agency providing the property or service, in consultation with the Secretary. In the case of acquisition of launch property by sale or transaction in lieu of sale, the amount of such payment shall be the fair market value. In the case of any other type of acquisition of launch property, the amount of such payment shall be an amount equal to the direct costs (including any specific wear and tear and damage to the property) incurred by the United States as a result of the acquisition of such launch property. In the case of any acquisition of launch services, including utilities, the amount of such payment shall be an amount equal to the direct costs (including salaries of United States civilian and contractor personnel) incurred by the United States as a result of the acquisition of such launch services.

(2) The Secretary may collect any payment for launch property or launch services, with the consent of the agency establishing such payment under paragraph (1).

(3) The amount of any payment received by the United States for launch property or launch services, including utilities, under this subsection shall be deposited in the general fund of the Treasury, and the amount of a payment for launch property (other than launch property which is excess) and launch services (including utilities) shall be credited to the appropriation from which the cost of providing such property or services was paid.

(c) The Secretary may establish requirements for liability insurance, hold harmless agreements, proof of financial responsibility, and such other assurances as may be needed to protect the United States and its agencies and personnel from liability, loss, or injury as a result of a launch or operation of a launch site involving Government facilities or personnel.

LIABILITY INSURANCE

49 USC app. 2615.

SEC. 16. Each person who launches a launch vehicle or operates a launch site under a license issued or transferred under this Act shall have in effect liability insurance at least in such amount as is considered by the Secretary to be necessary for such launch or operation, considering the international obligations of the United States. The Secretary shall prescribe such amount after consultation with the Attorney General and other appropriate agencies.

ENFORCEMENT AUTHORITY

49 USC app. 2616.

SEC. 17. (a) The Secretary shall enforce this Act. The Secretary may delegate the exercise of any enforcement authority under this Act to any officer or employee of the Department of Transportation or, with the approval of the head of another agency, any officer or employee of such agency.

(b) In carrying out this section, the Secretary may—

(1) make investigations and inquiries, and administer to or take from any person an oath, affirmation, or affidavit, concerning any matter relating to enforcement of this Act; and

(2) pursuant to any lawful process—

(A) enter at any reasonable time any launch site, production facility, or assembly site of a launch vehicle, or any site where a payload is integrated with a launch vehicle, for the purpose of inspecting any object which is subject to this Act and any records or reports required by the Secretary to be made or kept under this Act; and

(B) seize any such object, record, or report where there is probable cause to believe that such object, record, or report was used, is being used, or is likely to be used in violation of this Act.

PROHIBITED ACTS

49 USC app. 2617.

SEC. 18. It is unlawful for any person to violate a requirement of this Act, a regulation issued under this Act, or any term, condition, or restriction of any license issued or transferred by the Secretary under this Act.

CIVIL PENALTIES

49 USC app. 2618.

SEC. 19. (a) Any person who is found by the Secretary, after notice and opportunity to be heard on the record in accordance with section 554 of title 5, United States Code, to have committed any act prohibited by section 18 shall be liable to the United States for a civil penalty of not more than $100,000 for each violation. Each day of a continuing violation shall constitute a separate violation. The amount of such civil penalty shall be assessed by the Secretary by written notice. The Secretary may compromise, modify, or remit, with or without conditions, any civil penalty which is subject to imposition or which has been imposed under this section.

(b) If any person fails to pay a civil penalty assessed against such person after the penalty has become final or if such person appeals an order of the Secretary and the appropriate court has entered final judgment in favor of the Secretary, the Secretary shall recover the civil penalty assessed in any appropriate district court of the United States.

(c) For purposes of conducting any hearing under this section, the Secretary may (1) issue subpoenas for the attendance and testimony of witnesses and the production of relevant papers, books, documents, and other records, (2) seek enforcement of such subpoenas in the appropriate district court of the United States, and (3) administer oaths and affirmations.

CONSULTATION

Defense and national security.
49 USC app. 2619.

SEC. 20. (a) The Secretary shall consult with the Secretary of Defense on all matters, including the issuance or transfer of each license, under this Act affecting national security. The Secretary of Defense shall be responsible for identifying and notifying the Secretary of those national security interests of the United States which are relevant to activities under this Act.

(b) The Secretary shall consult with the Secretary of State on all matters, including the issuance or transfer of each license, under this Act affecting foreign policy. The Secretary of State shall be responsible for identifying and notifying the Secretary of those foreign policy interests or obligations of the United States which are relevant to activities under this Act.

(c) The Secretary shall consult with other agencies, as appropriate, in order to carry out the provisions of this Act.

RELATIONSHIP TO OTHER LAWS AND INTERNATIONAL OBLIGATIONS

Prohibitions.
49 USC app. 2620.

SEC. 21. (a) No State or political subdivision of a State may adopt or have in effect any law, rule, regulation, standard, or order which is inconsistent with the provisions of this Act. Nothing in this Act shall preclude a State or a political subdivision of a State from adopting or putting into effect any law, rule, regulation, standard, or order which is consistent with this Act and is in addition to or more stringent than any requirement of or regulation issued under this Act. The Secretary may, and is encouraged to, consult with the States to simplify and expedite the approval of space launch activities.

(b) A launch vehicle or payload shall not, by reason of the launching of such vehicle or payload, be considered an export for purposes of any law controlling exports.

(c) Nothing in this Act shall apply to—

(1) any—

(A) launch or operation of a launch vehicle,

(B) operation of a launch site, or

(C) other space activity,

carried out by the United States on behalf of the United States; or

(2) any planning or policies relating to any such launch, operation, or activity.

(d) The Secretary shall carry out this Act consistent with any obligation assumed by the United States in any treaty, convention, or agreement that may be in force between the United States and any foreign nation. In carrying out this Act, the Secretary shall consider applicable laws and requirements of any foreign nation.

REPORT ON LEGISLATION

Report.
49 USC app. 2621.

SEC. 22. (a) Not later than the last day of each fiscal year ending after the date of enactment of this Act and before October 1, 1989, the Secretary shall submit to the Committee on Science and Technology of the House of Representatives and the Committee on Commerce, Science, and Transportation of the Senate a report describing all activities undertaken under this Act, including a description of the process for the application for and approval of licenses under this Act and recommendations for legislation that may further commercial launches.

(b) Not later than July 1, 1985, the Secretary shall submit to the Committee on Science and Technology of the House of Representatives and the Committee on Commerce, Science, and Transportation of the Senate a report which identifies Federal statutes, treaties, regulations, and policies which may have an adverse effect on commercial launches and include recommendations on appropriate changes thereto.

SEVERABILITY

49 USC app. 2622.

SEC. 23. If any provision of this Act, or the application of such provision to any person or circumstance, is held invalid, the remainder of this Act and the application of such provision to any other person or circumstance shall not be affected by such invalidation.

AUTHORIZED APPROPRIATIONS

49 USC app. 2623.

SEC. 24. There are authorized to be appropriated to the Secretary $4,000,000 for fiscal year 1985.

EFFECTIVE DATE

49 USC app. 2601 note.

SEC. 25. (a) Except for section 15 and the authority to issue regulations, this Act shall take effect 180 days after the date of enactment of this Act.

(b) Section 15 shall take effect on the date of enactment of this Act, except that nothing in this Act shall affect any agreement, including negotiations which are substantially completed, relating to the acquisition of launch property or launch services of the United States entered into on or before the date of enactment of this Act between the United States and any private party.

Regulations.

(c) Regulations to implement this Act shall be promulgated not later than 180 days after the date of enactment of this Act.

Approved October 30, 1984.

PUBLIC LAW 100-657—NOV. 15, 1988

COMMERCIAL SPACE LAUNCH ACT AMENDMENTS OF 1988

26-457 - 90 - 18

Public Law 100-657
100th Congress

An Act

Nov. 15, 1988
[H.R. 4399]

To facilitate commercial access to space, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

Commercial Space Launch Act Amendments of 1988.
49 USC app. 2601 note.

SECTION 1. SHORT TITLE.

This Act may be cited as the "Commercial Space Launch Act Amendments of 1988".

49 USC app. 2601 note.

SEC. 2. FINDINGS.

The Congress finds that—

(1) a United States commercial space launch industry is an essential component of national efforts to assure access to space for Government and commercial users;

(2) the Federal Government should encourage, facilitate, and promote the use of the United States commercial space launch industry in order to continue United States aerospace preeminence;

(3) the United States commercial space launch industry must be competitive in the international marketplace;

(4) Federal Government policies should recognize the responsibility of the United States under international treaty for activities conducted by United States citizens in space; and

(5) the United States must maintain a competitive edge in international commercial space transportation by ensuring continued research in launch vehicle component technology and development.

SEC. 3. DEFINITIONS.

Section 4 of the Commercial Space Launch Act (49 U.S.C. App. 2603) is amended—

(1) in paragraph (10) by striking "and" at the end;

(2) by redesignating paragraph (11) as paragraph (12); and

(3) by inserting immediately after paragraph (10) the following new paragraph:

"(11) 'third party' means any person or entity other than—

"(A) the United States, its agencies, or its contractors or subcontractors involved in launch services;

"(B) the licensee or transferee;

"(C) the licensee's or transferee's contractors, subcontractors, or customers involved in launch services; or

"(D) any such customer's contractors or subcontractors involved in launch services; and".

SEC. 4. PRIVATE ACQUISITION OF GOVERNMENT PROPERTY AND SERVICES.

(a) Section 15(a) of the Commercial Space Launch Act (49 U.S.C. App. 2614(a)) is amended by adding at the end the following: "In taking such actions, the Secretary shall consider the commercial availability, on reasonable terms and conditions, of substantially equivalent launch property or launch services from a domestic source.".

(b) Section 15(b)(1) of the Commercial Space Launch Act (49 U.S.C. App. 2614(b)(1) is amended by adding at the end the following: "For purposes of this paragraph, the term 'direct costs' means the actual costs that can be unambiguously associated with a commercial launch effort, and would not be borne by the United States Government in the absence of a commercial launch effort.".

(c) Section 15 of the Commercial Space Launch Act (49 U.S.C. App. 2614) is amended by adding at the end the following new subsection:

"(d) The head of any Federal agency or department may collect payment for activities involved in the production of a launch vehicle or its payload for launch if such activities were agreed to by the owners or manufacturers of such launch vehicle or payload.".

SEC. 5. INSURANCE REQUIREMENTS OF LICENSEE.

(a) Section 16 of the Commercial Space Launch Act (49 U.S.C. App. 2615) is amended to read as follows:

"LIABILITY INSURANCE

"SEC. 16. (a)(1)(A) Each license issued or transferred under this Act shall require the licensee or transferee— Claims.

"(i) to obtain liability insurance; or

"(ii) to demonstrate financial responsibility,

in an amount sufficient to compensate the maximum probable loss (as determined by the Secretary, after consultation with the Administrator of the National Aeronautics and Space Administration, the Secretary of the Air Force, and the heads of other appropriate agencies) from claims by a third party for death, bodily injury, or loss of or damage to property resulting from activities carried out under the license in connection with any particular launch. In no event shall a licensee or transferee be required to obtain insurance or demonstrate financial responsibility under this subparagraph, with respect to the aggregate of such claims arising out of any particular launch, in an amount which exceeds (I) $500,000,000 or (II) the maximum liability insurance available on the world market at a reasonable cost, if such insurance is less than the amount in subclause (I).

"(B) Each license issued or transferred under this Act shall require the licensee or transferee—

"(i) to obtain liability insurance; or

"(ii) to demonstrate financial responsibility,

in an amount sufficient to compensate the maximum probable loss (as determined by the Secretary, after consultation with the Administrator of the National Aeronautics and Space Administration, the Secretary of the Air Force, and the heads of other appropriate agencies) from claims against any person by the United States for loss of or damage to property of the United States resulting from activities carried out under the license in connection with any particular launch. In no event shall a licensee or transferee be required to obtain insurance or demonstrate financial responsibility under this subparagraph, with respect to the aggregate of such claims arising out of any particular launch, in an amount which exceeds (I) $100,000,000 or (II) the maximum liability insurance available on the world market at a reasonable cost, if such insurance is less than the amount in subclause (I).

"(C) Each license issued or transferred under this Act shall require the licensee or transferee to enter into reciprocal waivers of claims with its contractors, subcontractors, and customers, and the contractors and subcontractors of such customers, involved in launch services, under which each party to each such waiver agrees to be responsible for any property damage or loss it sustains or for any personal injury to, death of, or property damage or loss sustained by its own employees resulting from activities carried out under the license.

"(D) The Secretary, on behalf of the United States, its agencies involved in launch services, and contractors and subcontractors involved in launch services, shall enter into reciprocal waivers of claims with the licensee or transferee, its contractors, subcontractors, and customers, and the contractors and subcontractors of such customers, involved in launch services, under which each party to each such waiver agrees to be responsible for any property damage or loss it sustains or for any personal injury to, death of, or property damage or loss sustained by its own employees resulting from activities carried out under the license. Any such waiver shall apply only to the extent that claims exceed the amount of insurance or demonstration of financial responsibility required under subparagraph (B). After consultation with the Administrator of the National Aeronautics and Space Administration and the Secretary of the Air Force, the Secretary may also waive, on behalf of the United States and any Federal agency, the right to recover any damages for loss of or damage to property of the United States to the extent insurance is not available by reason of policy exclusions which are determined by the Secretary to be usual for the type of insurance involved.

"(2) Any insurance policy obtained, or demonstration of financial responsibility made, pursuant to a requirement described in paragraph (1) shall protect the United States, its agencies, personnel, contractors, and subcontractors, and all contractors, subcontractors, and customers of the licensee or transferee, and all contractors and subcontractors of such customers, involved in providing the launch services, to the extent of their potential liabilities, at no cost to the United States.

Reports.

"(3) The Secretary shall determine the maximum probable loss under paragraph (1) (A) and (B) associated with activities under a license, within 90 days after a licensee or transferee has required such a determination and has submitted all information the Secretary requires to make such a determination. The Secretary shall amend such determination as warranted by new information. Within 12 months after the date of enactment of the Commercial Space Launch Act Amendments of 1988, and within each 12-month period thereafter, the Secretary shall submit to the Committee on Commerce, Science, and Transportation of the Senate and the Committee on Science, Space, and Technology of the House of Representatives a report on the current determinations with respect to all issued licenses and the reasons for those determinations.

Reports.

"(4) Within 6 months after the date of enactment of the Commercial Space Launch Act Amendments of 1988, and within each 12-month period thereafter, the Secretary shall review the amounts specified in paragraph (1) (A)(I) and (B)(I), and shall submit a report to the Congress which, if appropriate, contains a proposed adjustment to such amounts to conform with altered liability expectations and availability of insurance on the world market. Such proposed adjustment shall take effect 30 days after the submission of such report.

"(b)(1) To the extent provided in advance in appropriations Acts or to the extent there is enacted additional legislative authority to provide for the payment of claims as submitted in the compensation plan outlined in paragraph (4), the Secretary shall provide for the payment by the United States of successful claims (including reasonable expenses of litigation or settlement) of a third party against the licensee or transferee, or its contractors, subcontractors, or customers, or the contractors or subcontractors of such customers, resulting from activities carried out pursuant to a license issued or transferred under this Act for death, bodily injury, or loss of or damage to property resulting from activities carried out under the license, but only to the extent that the aggregate of such successful claims arising out of any particular launch—

"(A) is in excess of the amount of insurance or demonstration of financial responsibilities required under subsection (a)(1)(A); and

"(B) is not in excess of the level that is $1,500,000,000 (plus any additional sums necessary to reflect inflation occurring after January 1, 1989) above such amount.

The Secretary shall not provide for payment of any part of such claim for which the death, bodily injury, or loss of or damage to property has resulted from willful misconduct by the licensee or transferee. To the extent insurance required pursuant to subsection (a)(1)(A) is not available to cover any such successful third party liability claim by reason of insurance policy exclusions determined by the Secretary to be usual for the type of insurance involved, the Secretary may provide for the payment of such excluded claims without regard to the limitation expressed in subparagraph (A).

"(2) The payment of claims under paragraph (1) shall be subject to—

"(A) notice to the United States of any claim, or suit associated with such claim, against a party described in paragraph (1) for death, bodily injury, or loss of or damage to property;

"(B) participation or assistance in the defense by the United States, at its election, of that claim or suit; and

"(C) approval by the Secretary of that portion of any settlement which is to be paid out of appropriated funds of the United States.

"(3) The Secretary may withhold payment under paragraph (1) if the Secretary certifies that the amount is not just and reasonable, except that the amount of any claim determined by the final judgment of a court of competent jurisdiction shall be deemed by the Secretary to be just and reasonable.

"(4)(A) If as a result of activities carried out under a license issued or transferred under this Act the aggregate of the claims arising out of a particular launch are likely to exceed the amount of insurance or demonstration of financial responsibility required under the license, the Secretary shall (i) make a survey of the causes and extent of damage and (ii) expeditiously submit to the Congress a report setting forth the results of such survey. Reports.

"(B) Not later than 90 days after any determination by a court indicating that the liability for the aggregate of claims arising out of a particular launch under such a license may exceed the amount of insurance or demonstration of financial responsibility required President of U.S.

under the license, the President, on the recommendation of the Secretary, shall submit to the Congress a compensation plan or plans that (i) outlines the aggregate dollar value of such claims; (ii) recommends sources of funding to pay for these claims; and (iii) includes any legislative language required to implement the compensation plan or plans if additional legislative authority is required. No compensation plan for a single event or incident may exceed the aggregate of $1,500,000,000.

"(C) Any compensation plan transmitted to the Congress pursuant to subparagraph (B) shall bear an identification number and shall be transmitted to both Houses of Congress on the same day and to each House while it is in session.

"(D)(i) The provisions of this subparagraph shall apply with respect to consideration in the Senate of any such compensation plan and to Senate action on such compensation plan.

"(ii) Any such compensation plan that requires additional appropriations or additional legislative authority must be considered by the Senate pursuant to this subparagraph within 60 calendar days of continuous session of Congress after the date on which such plan is transmitted to the Congress.

"(iii) For the purposes of this subparagraph, the term 'resolution' means only a joint resolution of Congress the matter after the resolving clause of which is as follows: 'That the   approves the compensation plan numbered   submitted to the Congress on   , 19   .', the first blank space therein being filled with the name of the resolving House and the other blank spaces being appropriately filled; but does not include a resolution which includes more than one compensation plan.

"(iv) A resolution once introduced with respect to a compensation plan shall immediately be referred to a committee (and all resolutions with respect to the same compensation plan shall be referred to the same committee) by the President of the Senate.

"(v)(I) If the committee of the Senate to which a resolution with respect to a compensation plan has been referred has not reported it at the end of 20 calendar days after its referral, it shall be in order to move either to discharge the committee from further consideration of such resolution or to discharge the committee from further consideration with respect to such compensation plan which has been referred to the committee.

"(II) A motion to discharge may be made only by an individual favoring the resolution, shall be highly privileged (except that it may not be made after the committee has reported a resolution with respect to the same compensation plan), and debate thereon shall be limited to not more than one hour, to be divided equally between those favoring and those opposing the resolution. An amendment to the motion shall not be in order, and it shall not be in order to move to reconsider the vote by which the motion was agreed to or disagreed to.

"(III) If the motion to discharge is agreed to or disagreed to, the motion may not be renewed, nor may another motion to discharge the committee be made with respect to any other resolution with respect to the same compensation plan.

"(vi)(I) When the committee has reported, or has been discharged from further consideration of, a resolution, it shall be at any time thereafter in order (even though a previous motion to the same effect has been disagreed to) to move to proceed to the consideration of the resolution. The motion shall be highly privileged and shall not be debatable. An amendment to the motion shall not be in order, and it shall not be in order to move to reconsider the vote by which the motion was agreed to or disagreed to.

"(II) Debate on the resolution referred to in subclause (I) of this clause shall be limited to not more than 10 hours, which shall be divided equally between those favoring and those opposing such resolution. A motion further to limit debate shall not be debatable. An amendment to, or motion to recommit, the resolution shall not be in order, and it shall not be in order to move to reconsider the vote by which such resolution was agreed to or disagreed to.

"(vii)(I) Motions to postpone, made with respect to the discharge from committee, or the consideration of a resolution or motions to proceed to the consideration of other business, shall be decided without debate.

"(II) Appeals from the decision of the Chair relating to the application of the rules of the Senate to the procedures relating to resolution shall be decided without debate.

"(5) The provisions of paragraphs (1) through (4) shall apply only to each license issued or transferred under this Act for which a complete and valid application has been received by the Secretary prior to the date that is 5 years following the date of enactment of the Commercial Space Launch Act Amendments of 1988.

"(c) The head of any Federal agency or department shall collect insurance proceeds or any other payment owed for the loss of or damage to Government property under its jurisdiction or control resulting from activities carried out under a license issued or transferred under this Act. Such proceeds or other payment shall be credited to the current applicable appropriations, funds, or accounts of that agency or department.".

(b) Section 15(c) of the Commercial Space Launch Act (49 U.S.C. App. 2614(c)) is amended to read as follows:

"(c) Consistent with the requirements of this Act, the Secretary shall establish requirements for proof of financial responsibility and such other assurances as may be necessary to protect the United States and its agencies and personnel from liability, death, bodily injury, or loss of or damage to property as a result of a launch or operation of a launch site involving Government facilities or personnel. The Secretary may not under this subsection relieve the United States of liability for death, bodily injury, or loss of or damage to property resulting from the willful misconduct of the United States or its agents.".

SEC. 6. UNITED STATES LAUNCH INCENTIVES FOR CERTAIN SATELLITES.

49 USC app. 2615 note.

(a) The requirements of subsection (a)(1)(B) of section 16 of the Commercial Space Launch Act (49 U.S.C. App. 2615), as amended by this Act, shall not apply to eligible satellites.

(b) To the extent approved in appropriations Acts, the United States shall not require payment for the provision of launch services in connection with the commercial launch of an eligible satellite.

(c) For purposes of this section, the term "eligible satellite" means a satellite that—

(1) was under construction on August 15, 1986;

(2) was the subject of a launch services agreement or contract with the National Aeronautics and Space Administration, which as of August 15, 1986, was in effect and not yet carried out; and

(3) is licensed for launch under the Commercial Space Launch Act.

SEC. 7. PREEMPTION OF SCHEDULED LAUNCHES.

Section 15(b) of the Commercial Space Launch Act (49 U.S.C. App. 2614(b)) is amended by adding at the end the following new paragraph:

"(4)(A) The Secretary, with the cooperation of the Secretary of Defense and the Administrator of the National Aeronautics and Space Administration, shall take steps to ensure that the launches of payloads with respect to which a launch date commitment from the United States has been obtained for a launch licensed under this Act are not preempted from access to United States launch sites or launch property, except in cases of imperative national need. Any determination of imperative national need shall be made by the Secretary of Defense or the Administrator of the National Aeronautics and Space Administration, in consultation with the Secretary, and shall not be delegated. A licensee or transferee preempted from access to a launch site or launch property shall not be required to pay to the United States any amount for launch services solely attributable to the scheduled launch prevented by such preemption.

Reports. "(B) The Secretary of Defense or the Administrator of the National Aeronautics and Space Administration, in cooperation with the Secretary, as the case may be, shall report to the Congress within 7 days after any determination of imperative national need under subparagraph (A), including an explanation of the circumstances justifying such determination and a schedule for ensuring the prompt launching of a preempted payload."

SEC. 8. STUDY OF PROCESS FOR SCHEDULING LAUNCHES.

The Secretary of Transportation, in cooperation with the Secretary of Defense and the Administrator of the National Aeronautics and Space Administration, and in consultation with representatives of the space launch and satellite industry, shall study ways and means of scheduling Government and commercial payloads on commercial launch vehicles at Government launch sites in a manner which—

(1) makes the best practicable use of the launch property of the United States; and

(2) assures that the launch property of the United States that is available for commercial use will be available on a commercially reasonable basis,

consistent with the objectives of the Commercial Space Launch Act.
Reports. The Secretary shall report the results of such study to the Congress within 90 days after the date of enactment of this Act.

SEC. 9. COMMERCIAL SPACE LAUNCH SERVICE COMPETITION.

It is the sense of the Congress that the United States should explore ways and means of developing a dialogue with appropriate foreign government representatives to seek the development of guidelines for access to launch services by satellite builders and users in a manner that assures the conduct of reasonable and fair international competition in commercial space activities.

SEC. 10. LAUNCH VEHICLE RESEARCH AND DEVELOPMENT.

The Administrator of the National Aeronautics and Space Administration shall, in consultation with representatives of the space launch and satellite industry, design a program for the support of research into launch systems component technologies, for the purpose of developing higher performance and lower cost United States launch vehicle technologies and systems available for the launch of commercial and Government spacecraft into orbit. The Administrator shall submit a report outlining such program to the Congress within 60 days after the date of enactment of this Act. Reports.

SEC. 11. APPLICABILITY TO LICENSES.

49 USC app. 2603 note.

This Act, and the amendments made by this Act, shall apply to all licenses issued under the Commercial Space Launch Act before, on, or after the date of enactment of this Act.

Approved November 15, 1988.

LEGISLATIVE HISTORY—H.R. 4399:

HOUSE REPORTS: No. 100-639 (Comm. on Science, Space, and Technology).
SENATE REPORTS: No. 100-593 (Comm. on Commerce, Science, and Transportation).
CONGRESSIONAL RECORD, Vol. 134 (1988):
  May 24, considered and passed House.
  Oct. 14, considered and passed Senate, amended.
  Oct. 21, House concurred in Senate amendment.

DEPARTMENT OF THE AIR FORCE, EXPENDABLE LAUNCH VEHICLE COMMERCIALIZATION, MODEL AGREEMENT, REVISION ONE, FEBRUARY 12, 1988

An agreement of this type was signed between NASA and the Air Force on February 1, 1983

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ARTICLE I - INTRODUCTION

a. This Agreement (hereinafter the "Agreement") is entered into between the United States Air Force (hereinafter referred to as the "Air Force" or the "Government") ______________________________ (hereinafter referred to as the "User"). This agreement is made pursuant to the authority of the Commercial Space Launch Act of 1984, 49 U.S.C. 2601-23, and the Military Leasing Act, 10 U.S.C. 2667. It is not subject to the provisions of the Federal Acquisition Regulations (FAR), except insofar as particular FAR provisions are specifically stated to be made applicable. Unless specifically stated to the contrary, all references to the Government throughout this agreement shall mean the U.S. Air Force or its appropriate elements(s). This Agreement sets forth the terms and the conditions under which the Air Force will furnish real property, facilities, goods and services to the User in support of production and/or launching of commercial expendable launch vehicles ("ELV's") on a cost-reimbursable basis.

b. This Agreement is made pursuant to and in conformity with Attachment 1 the Statement of Real Property, Facilities, Goods and Services dated ____________ (hereinafter referred to as the Statement), which sets forth the real property, facilities, goods and services to be provided by the Government in support of production and/or launching of commercial ELVs.

c. In the event of an inconsistency, unless otherwise expressly provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. Articles I through XIX of this Agreement;

2. Attachment 1, Statement of Goods and Services; and

3. Annexes A, B, and C of this Agreement.

ARTICLE II - GOVERNMENT ACTIONS

1. The Government will make all reasonable efforts to minimize adverse impacts its actions may have on commercial operations and accord commercial users a high degree of stability in conducting their commercial launch business.

2. Whenever in this Agreement the doing of an act or the exercise of any right by the User is conditioned upon receipt of approval, permission, agreement, authorization, or any other form of cooperation or acquiescence by the Government, the Government shall promptly render its decision and shall neither unreasonably withhold nor unreasonably condition its approval of a request by the User. In all its actions relative to the maintenance, operation, development, and management of the range, the Government will conduct itself in a reasonable and prudent manner.

ARTICLE III - DEFINITIONS

Agency. An executive agency of the Government as defined by section 105 of title 5, United States Code.

Centers. Eastern Space and Missile Center (ESMC), Patrick AFB, FL and Western Space and Missile Center (WSMC), Vandenberg AFB, CA.

Contracting Officer. (including "ACO" or "PCO"). Means the duly authorized representative of the Eastern Space and Missile Center Commander or the Western Space and Missile Center Commander, as appropriate.

Direct Cost. Cost identified as such in Department of Defense Directives (DoDD's) 3230.3 and 3200.11.

Facility. Property used for production, maintenance, research, development, or testing. It includes plant equipment and real property, but not material, special test equipment, or special tooling.

Government Property. All property, real or personal, that is owned or leased by the Government. It consists of materials, special tooling, special test equipment, military property, facilities, and software.

Launch. To place or attempt to place a launch vehicle and payload, if any, in any sub-orbital trajectory, in Earth orbit in outer space, or otherwise in outer space.

Launch Property. Propellants, launch vehicles and components thereof, and other physical items constructed for or used in the launch preparation or launch of a launch vehicle.

Launch Services. Those activities involved in the preparation of a launch vehicle and its payload for launch and the conduct of a launch.

Launch Site. The location on earth from which a launch takes place, including all facilities located on a launch site which are necessary to conduct a launch.

Launch Vehicle. Any vehicle constructed for the purpose of operating in, or placing a payload in outer space, and any sub-orbital rocket.

Liability. To include, but not be limited to, legal obligations pursuant to any Government treaty, any judgment by a court of competent jurisdiction, administrative and litigation costs, and settlement payments. To include such legal obligations that are the result of any environmental incident as further defined in the applicable Annex, Part IV.F.

Payload. An object which a person undertakes to launch into space or place in Earth orbit by means of a launch vehicle, including subcomponents of the launch vehicle specifically designed or adapted for that object.

Person. Any individual and any corporation, partnership, joint venture, association, or other entity organized or existing under the laws of any State or any nation.

Production and Research Property. Government-owned ELV production and research equipment and facilities, including special test equipment, and special tooling to which Government has title or the right to acquire title.

State and United States. When used in a geographical sense, mean the several States, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, the United States Virgin Islands, Guam, and any other commonwealth, territory, or possession of the United States.

Subcontractor. Supplier at any tier and any vendor.

United States Citizen.

(A) Any individual who is a citizen of the United States;

(B) Any corporation, partnership, joint venture, association, or other entity organized or existing under the laws of the United States or any State; and

(C) Any corporation, partnership, joint venture, association, or other entity which is organized or exists under the laws of a foreign nation, if the controlling interest (as defined by the Secretary of Transportation in regulations) in such entity is held by an individual or entity described in subparagraph (A) or (B) above.

ARTICLE IV - ALLOCATION OF RISKS

a. This article allocates the responsibility for paying for damages to Government property or for tort claims arising out of the commercial use of launch services, facilities, and equipment to be provided to Users by the Government and its contractors and subcontractors under this Agreement. To the extent that the financial responsibility for a risk of damage or liability is not settled by the terms of this Agreement, U.S. law shall govern the allocation of such responsibility between the User and the Government.

b. Definitions

For purposes of this Article,

1. "Damage" shall mean bodily injury or death of any person, damage to or loss of any property, real or personal, and loss of revenue or profits or other direct, indirect, or consequential damages therefrom. Such "Damage" shall include that caused by a release of or exposure to a hazardous substance, as that term is defined in Section 101(a) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601, as amended by the Superfund Amendments and Re-authorization Act of 1986, and referenced authorities therein, or as the term may be further defined by future Federal legislation.

2. "Third-party liability" shall mean the legal liability of a party to this Agreement for damage to all persons or parties not signatory parties hereto. This includes the private claims for personal injury or death or damage to private property by contractors or subcontractors of either party, or by the employees or any of the above, or by US military personnel. It also includes civil liability for costs, fines, penalties, etc., imposed as a result of enforcement actions or other administrative or civil judicial actions for violation of Federal, State, or local laws, e.g., environmental laws, in the conduct of activities under this Agreement.

3. "Maximum available insurance" shall mean the amount of insurance available in the world market at a reasonable premium and on terms considered commercially reasonable for the risks involved to fund the User's responsibilities under this Agreement, or a specified provision of this Agreement.

4. "Launch" means, in addition to the definition in Article III, all activities in preparation for a launch, the act of launching itself, occurrences in the atmosphere, in space, or on Earth after descending from the atmosphere of space, and activities after the launch to clean up and refurbish Government or User property and to remove it from the launch site and any other Government or User facility.

c. Liability, Responsibility for Paying Claims, and Insurance

1. User shall assume the responsibility of paying for all damage to property of the User, the Government, or their contractors and subcontractors, and all third-party liability, arising out of this agreement, regardless of fault, to the extent of the maximum available insurance for the specific launch except that the User shall not be responsible for damage caused by the intentional misconduct of the Government and the Government's contractors and subcontractors.

2. To fully assume the third-party liability stated above, the User shall indemnify and hold harmless the Government, its contractors and subcontractors, and the agents, servants, employees and military personnel of each of them, including paying their attorney's fees, from any third-party liability arising out of activities under this Agreement. These include, but are not limited to, the production of launch vehicles and associated equipment or facilities, marketing of launch services, use of Government services or facilities, launch operations, use of space flight vehicles or their payloads in flight or in space, damage caused by its space objects upon the Earth or to aircraft in flight, and environmental incidents or legal violations.

3. To the extent that Government damages and/or third-party claims which arise in connection with a specific launch are in excess of the amount of the maximum available insurance for that launch, questions of liability between parties and responsibility for paying claims will be left for resolution according to the applicable law of the U.S. (e.g., tort law, the Federal Tort Claims Act).

4. The User's liability and responsibility to pay claims assumed above and covered by its indemnification and hold harmless commitments shall be covered, up to the maximum available insurance, commercially available at a reasonable price, by an appropriate insurance policy or policies procured by the User. The maximum available insurance commercially available insurance and what is a reasonable price for such insurance for a specific launch or particular associated activities shall be determined by the Government. Its decision on the issue shall be final and not subject to Article IX, Disputes. The User shall provide to the Government a copy of the executed insurance policy or policies required under this Article, or other evidence satisfactory to the Government, within a reasonable time before commencement of each of the commercial launch activities to which the insurance relates. The terms of all such insurance must

be acceptable to the Government. The Government shall be a named insured under all such policies, and the policies shall renounce any right of subrogation against the Government. Such insurance shall be kept in effect throughout the activity or period of time to which the insurance relates. The User shall provide the Government with written notice at least 30 calendar days prior to cancellation or material change in policy coverage, and shall promptly provide the Government with copies of other policy modifications as they occur.

5. The extent of the User's liability or responsibility for paying claims, up to the amount of maximum available insurance, shall not be reduced by amounts:

(a) which are within the deductible amounts of the User's insurance policies; or

(b) which are not covered by the insurance because of an exclusion or other policy limitation, except for the maximum dollar limit stated in the policy, provided that this subparagraph shall not apply to policy exclusions or limitations which are reasonably determined by the Air Force to be usual for the type of insurance involved, and consistent with the User's obligation to obtain the maximum amount of insurance commercially available at reasonable premiums and on terms considered commercially reasonable for the risks involved; or

(c) of payments to its clients, contractors, or subcontractors for a liability incurred to that client, contractor, or subcontractor; or

(d) of settlement payments, unless such settlements are agreed to by the Government.

6. The User's insurance and assumption of liability to the Government hereunder shall not be the exclusive recourse of the United States in the event that the Government is for any reason unable to recover for such liability and damage from the insurance provider or the User. The United States reserves the right to pursue claims or bring appropriate legal action against the User or any other responsible party for its damage or for liability incurred under U.S. or international law or agreement.

7. The Government agrees to cooperate with the User in obtaining any information, data, reports, contracts, and similar materials in connection with the presentation of any claim by the User under any policy of insurance provided pursuant to the requirements of this Article.

8. The User shall be subject to established or general Government liability insurance requirements with respect to access to and use of Government or Government contractor property, to the extent not expressly and specifically addressed in this Agreement. These include, but are not limited to, providing and maintaining insurance, at no cost to the government, of at least the types and in the amounts set forth below:

(a) Worker's Compensation - $100,000,

(b) Employer's Liability - $100,000,

(c) Comprehensive Automobile Liability - In accordance with general installation regulations; and

(d) Insurance required by Federal, State, or local environmental protection laws and regulations.

9. The User shall:

(a) promptly notify the Government of any claim or action against, or any loss by, the User or any contractors/subcontractors or their parties in privity of contract therewith:

(b) immediately furnish to the Government copies of all pertinent papers the User receives regarding any such claim or action.

d. Government Property

1. All government property is to be furnished "as is," the Government makes no warranty, express or implied, whatsoever, regarding its property.

2. The User may inspect Government property prior to use. Such property may be repaired or modified at the User's expense only after obtaining the written permission of the Government. Any repair or modification of such property shall not affect the title of the Government. The User shall at no expense to the Government, return any modified property to the condition in which it was received, unless the Government agrees otherwise.

e. Patent Infringement Claims

1. The User agrees to reimburse the Government for any cost incurred by the Government as a result of an unlicensed use (infringement) of privately owned U.S. patents to the extent that any such costs are attributable to products, processes, or articles of manufacture actually used by the Government in connection with the furnishing of services to the User under provisions of this Agreement. Such costs shall include, but are not limited to, administrative and litigation costs, and settlement payments made by the Government as a result of administrative consideration of claims against the Government for infringement of such patents, as well as costs incurred by the Government in the form of a judgment against the Government by a court of competent jurisdiction.

2. If the User is licensed under a privately owned third party patent, and to the extent that the launch and associated services furnished by the Government under this Agreement constitutes a licensed use under the User's license and is not covered by a Government license, any compensation for such use shall be handled directly by the User with the third party licensor. In the event it is the decision of either the third party licensor or the User, or both, that such use is not within the scope of the User's license, then the use will be considered an unlicensed use and governed by the terms and conditions of this agreement.

3. The reimbursement by the User of costs associated with patent infringement settlements or judgments will be governed solely by this clause. Therefore, except as provided in subparagraph e.1. above, the User shall have no

liability to the Government with respect to any third party claim against the Government of patent infringement by the Government in connection with the furnishing of services to the User under the provisions of this Agreement. Further, any costs reimbursable to the Government by the User under the provisions of this agreement shall be reduced pro rata by any amount actually paid to the Government by a third party or to which the Government has a right to payment from a third party as reimbursement or indemnification for any or all of the patent infringement costs of this agreement.

4. The Government will notify the User as promptly as possible of any patent infringement claim asserted against the Government, whether by suit or otherwise, under which the User might be liable for reimbursement of costs. In particular, the Government will notify the User prior to any administrative settlement of a claim under this agreement, and as promptly as possible after the institution of any suit, and preferably before same, based on such a claim. With respect to costs reimbursed by the User under this agreement, the Government will, promptly after paying any such costs, present the User with a statement itemizing in reasonable detail such costs and identifying the applicable patents associated therewith. Within thirty (30) calendar days after receipt of the Government statement of such costs, the User shall have the right to request a review of its correctness.

5. With respect to any suit against the Government based on a claim of patent infringement, the costs for which the User would be liable under this agreement, the Government agrees that, subject to law and regulations of the Department of Justice, the User may, at its option, assume a major role in the defense of the suit. The User's right of election to assume a major role in the defense of such a suit shall not in any way affect any other rights otherwise available to it under contract or general principles of law. In particular, should the User not exercise such option, its right to intervene in the suit, under applicable rules or procedures, shall in no way be affected or diminished.

ARTICLE V - SAFETY AND ACCIDENT PREVENTION

a. The User shall:

1. Conform to all applicable laws and regulations governing safety and accident prevention, including the specific safety requirements contained in the WSMC and ESMC annexes to this Agreement.

2. Provide an adequate safety organization within its company that can effectively interface with the safety requirement of Range Safety organizations at ESMC and WSMC.

3. Take all reasonable steps and precautions to comply with and implement, as required by the Ranges, their respective safety programs as outlined in ESMCR and WSMCR 127-1, the applicable safety criteria prescribed in AFR 127 series, specific AF Occupational, Safety and Health (AFOSH) Standards/Regulations and Air Force Explosive Safety Regulations as specified by the Ranges from AFR 127-100. All subsequent editions, revisions, and supplements to these regulations shall be implemented within a mutually agreeable time schedule. User agrees to take all reasonable steps and precautions to prevent accidents, to preserve the life and health of all Users, Government, and operating

contractor personnel and the general public that may in any way be affected by the User in the performance of this agreement. Violations of the Government's rules and regulations shall be grounds for the temporary suspension of work until the violations are corrected and ultimately may be grounds for termination of this Agreement, in accordance with Article XV, Termination by Government. The User agrees that Government safety representative will be allowed access to all facilities utilized in the performance of this Agreement, all paper work, system components, sub-system designs, operating/emergency procedures and any other material deemed necessary by the Government. The Government may by written order direct additional safety and accident standards as require for the performance of this Agreement. This access will be limited to the purpose of confirming the User's compliance with the safety requirements set forth in sub-paragraphs 1, 2, and 3 above. Any information or data accessed by the Government will be subject to protection as set forth in Article VIII, Information Disclosure.

b. The Government may assign such personnel as it deems necessary to monitor the safety of activities of the User or its contractors and subcontractors at any launch site, production facility, assembly site, or site where a payload is integrated with a launch vehicle. The costs occasioned thereby shall be considered direct costs. This monitoring will be limited to the purpose of confirming the User's compliance with the safety requirements set forth in subparagraphs 1, 2, and 3 above. Access to facilities or monitoring activities at other than the Government's ESMC or WSMC sites will require a 48 hour courtesy notice to the User by the Government to include the number of personnel involved. The number of government personnel to visit the facility and the purpose of the visit will be by mutual agreement of the parties. By conducting monitoring, the Air Force does not assume responsibility for the User's safety compliance, nor relieve the User of the primary responsibility to meet all applicable standards.

c. In the event of any accident involving injury, damage to, or loss of personnel or property, including real or personal property, the Government reserves the right to conduct complete investigations into the events surrounding the accident. The User agrees to support these investigations to the extent deemed necessary by the Government. When the Air Force is conducting the investigations, then the User will, in accordance with AFR 127-4, provide access to all documents and personnel who may have relevant information.

d. Compliance with subparagraphs a. through c. above shall not relieve the User from its obligations under this Agreement.

e. Notwithstanding any other provision of this agreement, the U. S. Government shall not be liable for damages incurred by the User or commercial system operator resulting from Government execution of flight termination systems or other Range Safety actions. The User shall indemnify and hold the Government harmless from any and all such claims.

ARTICLE VI - PERMITS AND RESPONSIBILITIES

a. Except as otherwise provided in this Agreement or any Annex or attachment hereto specifically with respect to environmental permits the User shall comply, at its own cost and expense, with all Federal, State, or local laws and regulations which may be applicable to the operation of its business at a national range, including obtaining and paying for all necessary licenses and permits and paying all fees and charges.

b. The User shall have provided to the PCO a copy of its current commercial space launch activities license, issued by the Department of Transportation, 10 days before a launch.

ARTICLE VII - LAUNCH DATA

a. The User shall prepare a quick look technical report which will provide the Center Commander with a brief description of: (1) the launch and spacecraft mission, (2) flight events summary, and (3) launch vehicle and spacecraft performance and a discussion of any safety anomalies that may have occurred. This report will be submitted 48 hours following launch.

b. Any such data obtained by the government shall be protected in accordance with Article VIII, information disclosure.

ARTICLE VIII - INFORMATION DISCLOSURE

Technical Data Furnished to the Government by the User

a. To the extent that the user provides to the Government any information it considers to be proprietary and any data in which it considers to have limited rights, the User shall identify such information and data by marking it as such by the time such information and data is provided to the Government.

b. Within the Government and its contractors disclosure of any information and data provided to the Government with the markings described in subparagraph a. above shall be limited only to persons having a need to know and in support of the launch and associated services to be provided under this Agreement. Disclosure to any non-Government person shall be provided only after such person has agreed in writing to protect the subject information and data from unauthorized use, duplication, and disclosure.

c. Any markings on proprietary information and data with limited rights shall be retained on any reproduction of such data in whole or in part.

d. Notwithstanding the limitation on distribution of data among government and government contractor employees, any information and data provided to the Government with the markings described in subparagraph a. above shall be protected by the Government as provided in subparagraph c below and in accordance with the Freedom of Information Act, 5 U.S.C. 552, and Air Force Regulation 12-30.

ARTICLE IX - DISPUTES

a. Except as otherwise provided in this Agreement, all disputes arising under or relating to this Agreement shall be resolved under this Article. Any dispute arising under this Agreement which is not disposed of by agreement between the User and the Government shall be decided by the Contracting Officer, who shall reduce his decision to writing within 60 days and mail or otherwise furnish a copy thereof to the User.

b. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the User mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary of the Air Force. The decision of the Armed Services Board of Contract Appeals as the duly authorized representative of the Secretary of the Air Force shall be final and conclusive concerning questions of fact unless determined by a United States court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this Article, the User shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, work under the Agreement will continue as elsewhere provided herein.

ARTICLE X - PROPERTY DISPOSITION

a. At the conclusion of performance as required hereunder, the User agrees to remove all User property at no cost to the Government, within sixty (60) days. User property will be considered abandoned unless the ACO is notified otherwise in writing within sixty (60) days after project completion. Property not removed within a reasonable time thereafter may be considered by the ACO to be abandoned.

b. User shall be charged all direct costs incurred by the Government associated with the disassembly, removal, storage, shipping, and/or disposal of any User property abandoned under subparagraph a. above.

ARTICLE XI - FINANCIAL ARRANGEMENTS

a. The User will reimburse the Government for all direct costs incurred by the Government in connection with or incidental to the furnishing of goods and services under this Agreement which are deemed by the Government to be proper. Such reimbursable direct costs shall be determined and charged in accordance with the following principles and procedures:

1. Public Law 98-575, Section 15
2. NSDD-94
3. Executive Order 12465 February 24, 1984
4. Department of Defense Directives 3230.3 and 3200.11
5. Any conflicts within these principles and procedures will be resolved by giving precedence in the order listed.

b. The parties recognize that the User does not obtain title or any other legal or equitable right or interest in, any property, real or personal, by reimbursing the Government for part of the costs of that property, pursuant to this Agreement.

c. The User shall reimburse the Government in accordance with the following:

1. Estimate of costs

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(a) Annex C of this Agreement sets forth the Government's estimate of the total direct costs which will be incurred in connection with the providing of goods and services.

(b) The estimate of direct costs shall be updated and submitted to the User by the ACO if events occur that would make the current estimate differ significantly.

2. Payment.

(a) The User shall make two incremental deposits with the Government's accounting and finance office at ESMC or WSMC as follows. The first will be an amount equal to the estimated costs as set forth in Annex C for the first six months of the Agreement, exclusive of test support and launch support. This deposit will be made at least ten working days prior to the Government's commencement of its obligation to perform. The second deposit will be an amount equal to 100% of the test support and launch support costs and will be due 120 days prior to the scheduled launch date. Both of these deposits will be credited to the User's account and will be debited on a monthly basis as set forth below. Any balance remaining at the end of this Agreement will be returned to the User. When lengthy time periods may elapse between conclusion of a launch and the Government's next commencement of performance under this Agreement, the parties may agree to liquidate this deposit and then reestablish another deposit at least 10 days prior to the start of additional performance by the Government with the second deposit due 120 days prior to scheduled launch. Liquidation will follow the settlement procedures set forth below.

(b) Each month the Government will draw down from the User's account an amount equal to the previous month's actual direct costs incurred by the Government in the performance of this Agreement. The User will receive monthly statements. The User shall replenish the account quarterly to a level equal to the next 6 months' costs. The Government's performance under this agreement will be suspended if, in the estimate of the ACO, insufficient funds remain in the account to cover the next 45 days of Government cost. Work may not be suspended by the Government without first notifying the User, in writing, three working days prior to suspension.

(c) If during the term of this Agreement the User repeatedly fails to make quarterly replenishments, then the Government may terminate this Agreement pursuant to Article XIV, Termination by the Government.

NOTE: The Air Force is willing to consider alternate methods of effecting payment. Any alternate method such as using interest- bearing commercial escrow accounts, letters of credit, etc., can be discussed at the time of individual Agreement executions. Any proposed alternate payment method must provide for timely monthly payments to the Government and a guarantee of prompt payment to the Government once the service has been performed.

3. Settlements

(a) Interim settlements will occur either annually or at the conclusion of a launch, at the election of the User. Additionally, a final settlement will occur at the completion of this Agreement. As promptly as possible after these events the ACO will:

(1) Make a determination of the actual direct costs.

(2) Report the results to the User.

(b) The User's account will be debited for any Government direct costs not previously recorded against the User's account.

4. The User shall have a right to request review of the direct costs as set forth below. If the User's account contains a surplus after a completion of launch interim settlement, the User may elect to withdraw the surplus provided that a new account is established 10 days prior to the start of additional performance by the Government. Otherwise, the remaining balance will count against future work. Surplus funds remaining after an annual interim settlement will be retained for future use. Surplus funds remaining after a final settlement will be returned to the User. It is understood that the above provision does not constitute authorization to defer or postpone payments due under this Agreement. All amounts that become payable to the Government after any settlement shall bear an interest charge if they are not paid within 30 calendar days of receipt. The interest to be charged shall be an amount computed at the rate established for interest due to the Government by the Department of Treasury effective on the due date. Interest shall be computed on the actual number of days after the due date on the basis of 360 days in a calendar year.

5. Appeals

The User shall have the right to request a review of the direct costs within 30 days after receipt of a monthly statement or any settlement determination. After conducting the requested review, the ACO shall make a final written decision regarding direct costs. Disagreement on the final decision will be considered under Article IX, Disputes. The amount of direct costs being disputed under the Disputes Article shall not be deductible from the User's account in the case of monthly billings nor shall it not be due and payable in the case of a settlement until a final resolution under the Article IX, Disputes, is reached. However, interest shall accrue in favor of the Government on any direct costs sustained under the dispute proceedings starting from the date the PCO receives a request for a final decision under the Disputes Article and ending when the sustained amount is deducted from the User's account or paid by the User to the Government. Interest shall be calculated as set forth above.

ARTICLE XII - SUPPORT INTERRUPTIONS

a. The use or commitment of Center resources shall be requested in accordance with applicable and updated range scheduling regulations.

b. The Centers will act in good faith and negotiate to minimize scheduling and support conflicts. It is the government's intention to accord commercial users a high degree of stability in conducting their commercial launch business. The

Centers shall provide facilities and services in accordance with applicable and updated policies and procedures. In areas where conflicts may occur, the following ground rules shall apply:

1. The Government shall have priority in the use of Government property, and support services to meet national security interests or U.S. government mission requirements. The government decision to exert its first priority rights shall be made by the Center Commander. In the event the Government asserts its first priority right, the Government will make its best effort to coordinate with the User in advance (except in emergency situations when the Government must act immediately) so that the User may adjust its work schedules to minimize the impact of an interruption.

2. The User access to Government property, facilities, equipment, and support services is provided on a non-interference basis, with the express understanding that even when the User has been provided access, the Government may invoke its right to first priority access.

3. The Government reserves the right to require User personnel to vacate the launch complex or other work areas when their presence would constitute a safety, health, or security hazard due to launch or other activities at adjacent facilities on Cape Canaveral Air Force Station, Kennedy Space Center or Vandenberg AFB.

4. Hazardous operations at the launch site area will be approved by either WSMC or ESMC range scheduling as appropriate.

c. The Government shall not be liable for any costs, including but not limited to consequential damages incurred by third parties, the User, its contractors, or subcontractors as a result of any interruption.

ARTICLE XIII - TERMINATION BY USER

a. The User may terminate this Agreement at any time by notifying the PCO in writing. Should the User elect to terminate this Agreement, it will reimburse the Government for all direct costs incurred up to the date of receipt by the PCO of its termination notice and shall also reimburse the Government for all direct costs incurred in restoring the facility and equipment to the condition they were in before preparations were made to conduct the launch services, as well as other termination costs resulting directly from the termination, pursuant to Article XI, Financial Arrangements.

b . The rights and remedies of the Government provided by this clause are in addition to any rights and remedies provided by law or otherwise in this Agreement.

ARTICLE XIV - TERMINATION BY GOVERNMENT

a. The Government may terminate this Agreement in its entirety immediately upon the happening of any of the following events. Such termination shall be effective on the thirtieth (30th) day after receipt of written notice by the User:

1. The User voluntarily abandons or discontinues commercial space transportation operations, and shows no evidence that it will resume its efforts within a reasonable period of time, provided, however, that suspension of operations by the User during a strike or work stoppage by its employees, shall not be considered voluntary abandonment or discontinuance of operations.

2. The User has demonstrated an inability to conduct its operations in a safe manner, has jeopardized personnel and property through its actions, and, despite notice to correct its safety deficiencies, shows no evidence of correcting its shortcomings.

3. The User is in arrears in its payments.

4. Requirements are developed for critical, conflicting national security or other governmental launches or launch activities which cannot be reasonably satisfied by such means as schedule adjustment, and therefore preclude the Government from making available to the User, as excess capacity, all or substantial portions of the Government facilities and services otherwise provided for in this Agreement.

b. If the Government terminates this agreement it shall not be liable for any costs, including, but not limited to consequential damages or any other costs, experienced by third parties, the User, its contractors or subcontractors as a result of such termination.

ARTICLE XV - PERSONNEL ASSURANCE PROGRAM

a. This clause applies only to Users who will require employee access to launch pads or payload processing facilities on a "shared basis" with the Government, i.e., those launch pads or payload processing facilities that are also used to conduct Dept of Defense (DOD) launches.

b. HQ Space Division Regulation (SDR) 55-3, 30 June 1986, as it may be supplemented or revised, requires certification of all personnel whose duties require access to DOD flight hardware (those elements of equipment necessary for the attainment of operational capability of a DOD ballistic or DOD satellite program), who occupy a command and control position (a position where the incumbent has direct responsibility for conducting a DOD launch or expenditure of a DOD missile or DOD space booster), or whose duties require technical knowledge or competence vital to the successful accomplishment of the ultimate mission of a DOD ballistic or DOD satellite program. It is anticipated that User employees performing work under this Agreement which requires use of shared DOD property facilities or resources may fall into the first of the above categories. The User shall identify such employees and take steps to have each such employee certified in accordance with the procedures set out in SDR 55-3, unless such employee is otherwise certified under a reciprocal program recognized under SDR 55-3.

c. The User shall provide a copy of the list of employees so identified to the ACO. The ACO reserves the right to identify additional positions which shall be required to be subject to certification under SDR 55-3 if it is in the best interests of the Government to do so.

d. It is the User's sole responsibility to assure that employees capable of certification under SDR 55-3 are utilized in positions requiring such certification under this Agreement. In the event an individual identified as occupying a position requiring certification is denied certification, the User shall take appropriate steps to deny entry to the range for that individual.

ARTICLE XVI - APPLICABLE LAW

The parties hereby designate the United States law to govern this Agreement for all purposes, including but not limited to, determining the validity of this Agreement, the meaning of its provisions, and the rights, obligations, and remedies of the parties.

ARTICLE XVII - ASSIGNMENT OF RIGHTS AND RESPONSIBILITIES

The User shall not assign any part of its rights or responsibilities under this Agreement. This shall not prohibit the Government, however, from recognizing a third party as the User's successor in interest to this agreement when the third party's interest in the contract arises out of the transfer of (1) all the contractor's assets or (2) the entire portion of the assets involved in performing the agreement.

ARTICLE XVIII - CHANGES

Should the policy of the U.S. Government, as reflected by statute, regulation, rule, practice, or otherwise, subsequently authorize the Air Force to change the terms of this Agreement, the Air Force agrees to modify this Agreement, at the User's request, to refect such changes. Those changes shall be retroactive to the maximum extent permitted by that policy.

ARTICLE XIX - EFFECTIVE DATE OF AGREEMENT

This Agreement shall enter into force and effect the date of the last signature of the parties.

ARTICLE XX - SCOPE OF AGREEMENT (To be completed in individual agreements.)

In witness whereof, the parties have executed this Agreement.

FOR THE GOVERNMENT	FOR THE USER
SIGNATURE:	SIGNATURE:
TYPED NAME:	TYPED NAME:
TITLE:______________________	TITLE:______________________
DATE:______________________	DATE:______________________

NASA/DOD POST STS 51-L MEMORANDUM OF AGREEMENT (MOA)

This MOA documents the NASA/DOD policy regarding the DOD reimbursements for flights on the Space Transportation System (STS) upon resumption of operations following the Shuttle Challenger accident and NASA reimbursement for flights on DOD Expendable Launch Vehicles (ELV's). This agreement amends the NASA/Air Force Memorandum of Agreement on Reimbursement of Launch and Associated Services for Uses of the Space Shuttle, February 1, 1983, signed by Mr. Beggs and Secretary Orr. Any conflicts between these two documents will be resolved by giving precedent to this MOA. Significant delays in the flight readiness of either the Shuttle or Titan IV/Delta II, or significant changes in the NASA or Air Force programs, may require reexamination of this policy.

Principles of this MOA are:

a. Both NASA and DOD will contribute to the operation of the national launch capability. STS and ELV launch services, institutional support, and range support services will be exchanged on a "quid pro quo" basis with neither NASA nor the DOD charging the other for such services.

b. The reimbursement plan for this period will be structured to provide mutually beneficial and efficient use of the Shuttle and ELV's for assured access to space.

c. In order to achieve equivalency over a sustained period of time, launches purchased by one agency from another under terms of this agreement will establish entitlements for equivalent launch services in return under similar "quid pro quo" principles.

d. DOD will retain preemption priority in production and/or launch capabilities, if necessary for national security reasons as determined by the Secretary of the Air Force.

The specific agreements addressed in this MOA are:

1. The pricing provisions of this agreement apply to launches scheduled through FY 1991. Subsequent pricing will be subject to renewal.

2. The DOD price for STS flights will be $115.0M in FY 1986$. The NASA price for ELV flights will be (in FY 1986$) $93.0M for the Titan IV, $25.6M for the Delta II, and $24.6M for the Titan II. These prices are based on estimated hardware costs for major launch system elements such as solid and liquid propulsion stages, main engines, orbiters, and payload fairings. Upper stage costs, additional costs for first-time payload or booster integration, payload-to-upper stage integration, and peculiar engineering change requirements will require additional funding by the agency requesting the flight.

3. This "quid pro quo" agreement is made with the understanding that each agency's demands for the other's launch services will not cause the total demand to exceed presently planned hardware production or flight rate capability. Demand in excess of these levels may require additional reimbursement for investments necessary to expand capability. For the purpose of sizing production capability, the NASA maximum level of ELV requirements will be considered as two Titan IV's and four Delta II's per year. Unique services (e.g., upper stages, additional costs for first-time payload or booster integration, payload-to-upper stage integration, and peculiar engineering change requirements) will continue to be funded by the agency requesting the flight.

4. Each agency will establish a single interface office for the exchange of launch and schedule arrangements, etc., and both agencies will recognize the national interest in accommodating schedule requests. As previously agreed, commitment letters will be exchanged in November of each year, specifying each agency's mission requirements for the ensuing three-year period. In addition, planning letters stating best estimates of requirements known at the time will be exchanged in July in order to assist both agencies in budget planning.

5. DOD payment to NASA will be made no later than January of the fiscal year prior to the fiscal year of scheduled flight for the total number of flights planned for the year as specified in the DOD STS annual commitment letter. Similarly, NASA payments to DOD for ELV launches will be made no later than January of the fiscal year prior to the fiscal year of scheduled flight as specified in the November commitment letter. Payments in excess of current requirements already committed to NASA by DOD, or to DOD by NASA, will be credited against future flight payments.

6. In recognition of the uncertainties that remain with the STS resumption of flight and sustained flight rate capability, as well as the Titan IV development, production, and launch rate capability, the following specifics for launches through 1994 are agreed to:

   a. In return for reimbursement previously paid by the DOD (approximately $628M), NASA will provide nine DOD Shuttle flights.

b. DOD will provide NASA one Delta II in 1990, one Delta II in 1991, one Titan IV in 1992 at the "quid pro quo" price. Both parties understand that the current projected Titan IV production rate, and projected DOD utilization, established the 1992 date for NASA's first Titan IV launch. However, recognizing that the optimum launch date of a Titan IV for planetary back-up purposes is 1991, the DOD agrees to make best efforts to accelerate delivery of a Titan IV from a launch in 1992 to launch as early as May 1991. NASA will provide necessary funding in FY 1988 and 1989 for two Delta II's and one Titan IV.

E.C. Aldridge J
Edward C. Aldridge, Jr.
Secretary of the Air Force

Dale D. Myers
Dale D. Myers
NASA Deputy Administrator

OCT 7 1987

THE WHITE HOUSE

Office of the Press Secretary

For Immediate Release February 11, 1988

FACT SHEET

Presidential Directive on National Space Policy

The President approved on January 5, 1988, a revised national space policy that will set the direction of U.S. efforts in space for the future. The policy is the result of a five-month interagency review which included a thorough analysis of previous Presidential decisions, the National Commission on Space report, and the implications of the Space Shuttle and expendable launch vehicle accidents. The primary objective of this review was to consolidate and update Presidential guidance on U.S. space activities to provide a broad policy framework to guide U.S. space activities well into the future.

The resulting Presidential Directive reaffirms the national commitment to the exploration and use of space in support of our national well being. It acknowledges that United States space activities are conducted by three separate and distinct sectors: two strongly interacting governmental sectors (Civil, and National Security) and a separate, non-governmental Commercial Sector. Close coordination, cooperation, and technology and information exchange will be maintained among sectors to avoid unnecessary duplication and promote attainment of United States space goals.

GOALS AND PRINCIPLES

The directive states that a fundamental objective guiding United States space activities has been, and continues to be, space leadership. Leadership in an increasingly competitive international environment does not require United States preeminence in all areas and disciplines of space enterprise. It does require United States preeminence in key areas of space activity critical to achieving our national security, scientific, technical, economic, and foreign policy goals.

- The overall goals of United States space activities are: (1) to strengthen the security of the United States; (2) to obtain scientific, technological, and economic benefits for the general population and to improve the quality of life on Earth through space-related activities; (3) to encourage continuing United States private-sector investment in space and related activities; (4) to promote international cooperative activities taking into account United States national security, foreign policy, scientific, and economic interests; (5) to cooperate with other nations in maintaining the freedom of space for all activities that enhance the security and welfare of mankind; and, as a long-range goal, (6) to expand human presence and activity beyond Earth orbit into the solar system.

- The directive states that United States space activities shall be conducted in accordance with the following principles:

  -- The United States is committed to the exploration and use of outer space by all nations for peaceful purposes and for the benefit of all mankind. "Peaceful purposes" allow for activities in pursuit of national security goals.

-- The United States will pursue activities in space in support of its inherent right of self-defense and its defense commitments to its allies.

-- The United States rejects any claims to sovereignty by any nation over outer space or celestial bodies, or any portion thereof, and rejects any limitations on the fundamental right of sovereign nations to acquire data from space.

-- The United States considers the space systems of any nation to be national property with the right of passage through and operations in space without interference. Purposeful interference with space systems shall be viewed as an infringement on sovereign rights.

-- The United States shall encourage and not preclude the commercial use and exploitation of space technologies and systems for national economic benefit without direct Federal subsidy. These commercial activities must be consistent with national security interests, and international and domestic legal obligations.

-- The United States shall encourage other countries to engage in free and fair trade in commercial space goods and services.

-- The United States will conduct international cooperative space-related activities that are expected to achieve sufficient scientific, political, economic, or national security benefits for the nation. The United States will seek mutually beneficial international participation in its space and space-related programs.

CIVIL SPACE POLICY

The directive states that:

- The United States civil space sector activities shall contribute significantly to enhancing the Nation's science, technology, economy, pride, sense of well-being and direction, as well as United States world prestige and leadership. Civil sector activities shall comprise a balanced strategy of research, development, operations, and technology for science, exploration, and appropriate applications.

- The objectives of the United States civil space activities shall be (1) to expand knowledge of the Earth, its environment, the solar system, and the universe; (2) to create new opportunities for use of the space environment through the conduct of appropriate research and experimentation in advanced technology and systems; (3) to develop space technology for civil applications and, wherever appropriate, make such technology available to the commercial sector; (4) to preserve the United States preeminence in critical aspects of space science, applications, technology, and manned space flight; (5) to establish a permanently manned presence in space; and (6) to engage in international cooperative efforts that further United States space goals.

COMMERCIAL SPACE POLICY

The directive states that the United States government shall not preclude or deter the continuing development of a separate, non-governmental Commercial Space Sector. Expanding private sector investment in space by the market-driven Commercial Sector generates economic benefits for the Nation and supports governmental Space Sectors with an increasing range of space goods and services. Governmental Space Sectors shall purchase commercially available space goods and services to the fullest extent feasible and shall not conduct activities with potential commercial applications that preclude or deter Commercial Sector space activities except for national security or public safety reasons. Commercial Sector space activities shall be supervised or regulated only to the extent required by law, national security, international obligations, and public safety.

NATIONAL SECURITY SPACE POLICY

The directive further states that the United States will conduct those activities in space that are necessary to national defense. Space activities will contribute to national security objectives by 1) deterring, or if necessary, defending against enemy attack; 2) assuring that forces of hostile nations cannot prevent our own use of space; 3) negating, if necessary, hostile space systems; and 4) enhancing operations of United States and Allied forces. Consistent with treaty obligations, the national security space program shall support such functions as command and control, communications, navigation, environmental monitoring, warning, and surveillance (including research and development programs which support these functions).

INTER-SECTOR POLICIES

This section contains policies applicable to, and binding on, the national security and civil space sectors:

- The United States Government will maintain and coordinate separate national security and civil operational space systems where differing needs of the sectors dictate.

- Survivability and endurance of national security space systems, including all necessary system elements, will be pursued commensurate with their planned use in crisis and conflict, with the threat, and with the availability of other assets to perform the mission.

- Government sectors shall encourage, to the maximum extent feasible, the development and use of United States private sector space capabilities without direct Federal subsidy.

- The directive states that the United States Government will: (1) encourage the development of commercial systems which image the Earth from space competitive with or superior to foreign-operated civil or commercial systems; (2) discuss remote sensing issues and activities with foreign governments operating or regulating the private operation of remote sensing systems; and (3) continue a research and development effort for future advanced, remote sensing technologies. Commercial applications of such technologies will not involve direct Federal subsidy.

- The directive further states that assured access to space, sufficient to achieve all United States space goals, is a key element of national space policy. United States space transportation systems must provide a balanced, robust, and flexible capability with sufficient resiliency to allow continued operations despite failures in any single system. The goals of United States space transportation policy are: (1) to achieve and maintain safe and reliable access to, transportation in, and return from, space; (2) to exploit the unique attributes of manned and unmanned launch and recovery systems; (3) to encourage to the maximum extent feasible, the development and use of United States private sector space transportation capabilities without direct Federal subsidy; and (4) to reduce the costs of space transportation and related services.

- The directive also states that communications advancements are critical to all United States space sectors. To ensure necessary capabilities exist, the directive states that the United States Government will continue research and development efforts for future advanced space communications technologies. These technologies, when utilized for commercial purposes, will be without direct Federal subsidy.

- The directive states that it is the policy of the United States to control or prohibit, as appropriate, exports of equipment and/or technology that would make a significant contribution to a foreign country's strategic military missile programs. Certain United States friends and allies will be exempted from this policy, subject to appropriate non-transfer and end-use assurances.

- The directive also states that the United States will consider and, as appropriate, formulate policy positions on arms control measures governing activities in space, and will conduct negotiations on such measures only if they are equitable, effectively verifiable, and enhance the security of the United States and its allies.

- The directive further states that all space sectors will seek to minimize the creation of space debris. Design and operations of space tests, experiments and systems will strive to minimize or reduce accumulation of space debris consistent with mission requirements and cost effectiveness.

IMPLEMENTING PROCEDURES

The directive states that normal interagency procedures will be employed wherever possible to coordinate the policies enunciated in this directive. To provide a forum to all Federal agencies for their policy views, to review and advise on proposed changes to national space policy, and to provide for orderly and rapid referral of space policy issues to the President for decisions as necessary, a Senior Interagency Group (SIG) on Space shall continue to meet. The SIG(Space) will be chaired by a member of the National Security Council staff and will include appropriate representatives of the Department of State, Department of Defense (DOD), Department of Commerce (DOC), Department of Transportation (DOT), Director of Central Intelligence (DCI), Organization of the Joint Chiefs of Staff, United States Arms Control and Disarmament Agency, the National Aeronautics and Space Administration (NASA), Office of Management and Budget, and the Office of Science and Technology Policy. Other Executive agencies or departments will participate as the agenda of meeting shall dictate.

* *

POLICY GUIDELINES AND IMPLEMENTING ACTIONS

The directive also enumerates Policy Guidelines and Implementing Actions to provide a framework through which the policies in the directive shall be carried out. Agencies are directed to use this section as guidance on priorities, including preparation, review, and execution of budgets for space activities, within the overall resource and policy guidance provided by the President. Within 120 days of the date of this directive, affected Government agencies are directed to review their current policies for consistency with the directive and, where necessary, establish policies to implement the practices contained therein.

CIVIL SPACE SECTOR GUIDELINES

- The directive specifies that in conjunction with other agencies: NASA will continue the lead role within the Federal Government for advancing space science, exploration, and appropriate applications through the conduct of activities for research, technology, development, and related operations; the National Oceanic and Atmospheric Administration will gather data, conduct research, and make predictions about the

Earth's environment; DOT will license and promote commercial launch operations which support civil sector operations.

- Space Science. NASA, with the collaboration of other appropriate agencies, will conduct a balanced program to support scientific research, exploration, and experimentation to expand understanding of: (1) astrophysical phenomena and the origin and evolution of the universe; (2) the Earth, its environment and its dynamic relationship with the Sun; (3) the origin and evolution of the solar system; (4) fundamental physical, chemical, and biological processes; (5) the effects of the space environment on human beings; and (6) the factors governing the origin and spread of life in the universe.

- Space Exploration. In order to investigate phenomena and objects both within and beyond the solar system, the directive states that NASA will conduct a balanced program of manned and unmanned exploration.

-- Human Exploration. To implement the long-range goal of expanding human presence and activity beyond Earth orbit into the solar system the policy directs NASA to begin the systematic development of technologies necessary to enable and support a range of future manned missions. This technology program (Pathfinder) will be oriented toward a Presidential decision on a focused program of manned exploration of the solar system.

-- Unmanned Exploration. The policy further directs NASA to continue to pursue a program of unmanned exploration where such exploration can most efficiently and effectively satisfy national space objectives by among other things: achieving scientific objectives where human presence is undesirable or unnecessary; exploring realms where the risks or costs of life support are unacceptable; and providing data vital to support future manned missions.

- Permanent Manned Presence. The directive states that NASA will develop the Space Station to achieve permanently manned operational capability by the mid-1990s. The directive further states that the Space Station will: (1) Contribute to United States preeminence in critical aspects of manned spaceflight; (2) provide support and stability to scientific and technological investigations; (3) provide early benefits, particularly in the materials and life sciences; (4) promote private sector experimentation preparatory to independent commercial activity; (5) allow evolution in keeping with the needs of Station users and the long-term goals of the United States; (6) provide opportunities for commercial sector participation; and (7) contribute to the longer term goal of expanding human presence and activity beyond Earth orbit into the solar system.

- Manned Spaceflight Preeminence. The directive specifies that approved programs such as efforts to improve the Space Transportation System (STS) and return it to safe flight and to develop, deploy, and use the Space Station, are intended to ensure United States preeminence in critical aspects of manned spaceflight.

- Space Applications. The policy directs NASA and other agencies to pursue the identification and development of appropriate applications flowing from their activities. Agencies will seek to promote private sector development and implementation of applications. The policy also states that:

-- Such applications will create new capabilities, or improve the quality or efficiency of continuing activities, including long-term scientific observations.

-- NASA will seek to ensure its capability to conduct selected critical missions through an appropriate mix of assured access to space, on-orbit sparing, advanced automation techniques, redundancy, and other suitable measures.

-- Agencies may enter cooperative research and development agreements on space applications with firms seeking to advance the relevant state-of-the-art consistent with United States Government space objectives.

-- Management of Federal civil operational remote sensing is the responsibility of the Department of Commerce. The Department of Commerce will: (1) consolidate Federal needs for civil operational remote sensing products to be met either by the private sector or the Federal government; (2) identify needed civil operational system research and development objectives; and (3) in coordination with other departments or agencies, provide for the regulation of private sector operational remote sensing systems.

- Civil Government Space Transportation. The policy states the unique Space Transportation System (STS) capability to provide manned access to space will be exploited in those areas that offer the greatest national return, including contributing to United States preeminence in critical aspects of manned spaceflight. The STS fleet will maintain the Nation's capability and will be used to support critical programs requiring manned presence and other unique STS capabilities. In support of national space transportation goals, NASA will establish sustainable STS flight rates to provide for planning and budgeting of Government space programs. NASA will pursue appropriate enhancements to STS operational capabilities, upper stages, and systems for deploying, servicing, and retrieving spacecraft as national and user requirements are defined.

- International Cooperation. The policy guidelines state that the United States will foster increased international cooperation in civil space activities by seeking mutually beneficial international participation in its civil space and space-related programs. The SIG(Space) Working Group on Space Science Cooperation with the U.S.S.R. shall be responsible for oversight of civil space cooperation with the Soviet Union. No such cooperative activity shall be initiated until an interagency review has been completed. The directive provides that United States cooperation in international civil space activities will:

-- Be consistent with United States technology transfer laws, regulations, Executive Orders and presidential directives.

-- Support the public, nondiscriminatory direct readout of data from Federal civil systems to foreign ground stations and the provision of data to foreign users under specified conditions.

-- Be conducted in such a way as to protect the commercial value of intellectual property developed with Federal support. Such cooperation will not preclude or deter commercial space activities by the United States private sector, except as required by national security or public safety.

COMMERCIAL SPACE SECTOR GUIDELINES

- The directive states that NASA, and the Departments of Commerce, Defense, and Transportation will work cooperatively to develop and implement specific measures to foster the growth of private sector commercial use of space. A high-level focus for commercial space issues has been created through establishment of a Commercial Space Working Group of the Economic Policy Council. SIG(Space) will continue to coordinate the development and implementation of national space policy.

- To stimulate private sector investment, ownership, and operation of space assets, the directive provides that the United States Government will facilitate private sector access to appropriate U.S. space-related hardware and facilities, and encourage the private sector to undertake commercial space ventures. The directive states that Governmental Space Sectors shall, without providing direct Federal subsidies:

-- Utilize commercially available goods and services to the fullest extent feasible, and avoid actions that may preclude or deter commercial space sector activities except as required by national security or public safety. A space good or service is "commercially available" if it is currently offered commercially, or if it could be supplied commercially in response to a government service procurement request. "Feasible" means that such goods or services meet mission requirements in a cost-effective manner.

-- Enter into appropriate cooperative agreements to encourage and advance private sector basic research, development, and operations while protecting the commercial value of the intellectual property developed;

-- Provide for the use of appropriate Government facilities on a reimbursable basis;

-- Identify, and eliminate or propose for elimination, applicable portions of United States laws and regulations that unnecessarily impede commercial space sector activities;

-- Encourage free trade in commercial space activities. The United States Trade Representative will consult, or, as appropriate, negotiate with other countries to encourage free trade in commercial space activities. In entering into space-related technology development and transfer agreements with other countries, Executive Departments and agencies will take into consideration whether such countries practice and encourage free and fair trade in commercial space activities.

-- Provide for the timely transfer of Government-developed space technology to the private sector in such a manner as to protect its commercial value, consistent with national security.

-- Price Government-provided goods and services consistent with OMB Circular A-25.

- The directive also states that the Department of Commerce (DOC) will commission a study to provide information for future policy and program decisions on options for a commercial advanced earth remote sensing system. This study, to be conducted in the private sector under DOC direction with input from other Federal Agencies, will consist of assessments of the following elements: (1) domestic and international markets for remote sensing data; (2) financing options, such as cooperative opportunities between government and industry in which the private sector contributes substantial financing to the venture, participation by other government agencies, and international cooperative partnerships; (3) sensor and data processing technology and; (4) spacecraft technology and launch options. The results of this study will include an action plan on the best alternatives identified during the study.

NATIONAL SECURITY SPACE SECTOR GUIDELINES

- General. The directive states that:

-- The Department of Defense (DOD) will develop, operate, and maintain an assured mission capability through an appropriate mix of robust satellite control, assured access to space, on-orbit sparing, proliferation, reconstitution or other means.

-- The national security space program, including dissemination of data, shall be conducted in accordance with Executive Orders and applicable directives for the protection of national security information and commensurate with both the missions performed and the security measures necessary to protect related space activities.

-- DOD will ensure that the military space program incorporates the support requirements of the Strategic Defense Initiative.

- Space Support. The directive states that:

-- The national security space sector may use both manned and unmanned launch systems as determined by specific mission requirements. Payloads will be distributed among launch systems and launch sites to minimize the impact of loss of any single launch system or launch site on mission performance. The DOD will procure unmanned launch vehicles or services and maintain launch capability on both the East and West coasts. DOD will also continue to enhance the robustness of its satellite control capability through an appropriate mix of satellite autonomy and survivable command and control, processing, and data dissemination systems.

-- DOD will study concepts and technologies which would support future contingency launch capabilities.

- Force Enhancement. The directive states that the national security space sector will develop, operate, and maintain space systems and develop plans and architectures to meet the requirements of operational land, sea, and air forces through all levels of conflict commensurate with their intended use.

- Space Control. The directive also states that:

-- The DOD will develop, operate, and maintain enduring space systems to ensure its freedom of action in space. This requires an integrated combination of antisatellite, survivability, and surveillance capabilities.

-- Antisatellite (ASAT) Capability. DOD will develop and deploy a robust and comprehensive ASAT capability with programs as required and with initial operational capability at the earliest possible date.

-- DOD space programs will pursue a survivability enhancement program with long-term planning for future requirements. The DOD must provide for the survivability of selected, critical national security space assets (including associated terrestrial components) to a degree commensurate with the value and utililty of the support they provide to national-level decision functions, and military operational forces across the spectrum of conflict.

-- The United States will develop and maintain an integrated attack warning, notification, verification, and contingency reaction capability which can effectively detect and react to threats to United States space systems.

- Force Application. The directive states that the DOD will, consistent with treaty obligations, conduct research, development, and planning to be prepared to acquire and deploy space weapons systems for strategic defense should national security conditions dictate.

INTER-SECTOR GUIDELINES

The directive states that the following paragraphs identify selected, high priority cross-sector efforts and responsibilities to implement plans supporting major United States space policy objectives:

- Space Transportation Guidelines.

-- The United States national space transportation capability will be based on a mix of vehicles, consisting of the Space Transportation System (STS), unmanned launch vehicles (ULVs), and in-space transportation systems. The elements of this mix will be defined to support the mission needs of national security and civil government sectors of United States space activities in the most cost effective manner.

-- As determined by specific mission requirements, the national security space sector will use the STS and ULVs. In coordination with NASA, the DOD will assure the Shuttle's utility to national defense and will integrate missions into the Shuttle system. Launch priority will be provided for national security missions as implemented by NASA-DOD agreements. Launches necessary to preserve and protect human life in space shall have the highest priority except in times of national security emergency.

-- The STS will continue to be managed and operated in an institutional arrangement consistent with the current NASA/DOD Memorandum of Understanding. Responsibility will remain in NASA for operational control of the STS for civil missions, and in the DOD for operational control of the STS for national security missions. Mission management is the responsibility of the mission agency.

-- United States commercial launch operations are an integral element of a robust national space launch capability. NASA will not maintain an expendable launch vehicle (ELV) adjunct to the STS. NASA will provide launch services for commercial and foreign payloads only where those payloads must be man-tended, require the unique capabilities of the STS, or it is determined that launching the payloads on the STS is important for national security or foreign policy purposes. Commercial and foreign payloads will not be launched on government owned or operated ELV systems except for national security or foreign policy reasons.

-- Civil Government agencies will encourage, to the maximum extent feasible, a domestic commercial launch industry by contracting for necessary ELV launch services directly from the private sector or with DOD.

-- NASA and the DOD will continue to cooperate in the development and use of military and civil space transportation systems and avoid unnecessary duplication of activities. They will pursue new launch and launch support concepts aimed at improving cost-effectiveness, responsiveness, capability, reliability, availability, maintainability, and flexibility. Such cooperation between the national security and civil sectors will ensure efficient and effective use of national resources.

- The directive lists guidelines for the federal encouragement of commercial unmanned launch vehicles (ULVs):

-- The United States Government fully endorses and will facilitate the commercialization of United States unmanned launch vehicles (ULVs).

-- The Department of Transportation (DOT) is the lead agency within the Federal Government for developing, coordinating, and articulating Federal policy and regulatory guidance pertaining to United States commercial launch activities in consultation with DOD, State, NASA, and other concerned agencies. All Executive departments and agencies shall assist the DOT in carrying out its responsibilities, as set forth in the Commercial Space Launch Act and Executive Order 12465.

-- The United States Government encourages the use of its launch and launch-related facilities for United States commercial launch operations.

-- The United States Government will have priority use of Government facilities and support services to meet national security and critical mission requirements. The United States Government will make all reasonable efforts to minimize impacts on commercial operations.

-- The United States Government will not subsidize the commercialization of ULVs, but will price the use of its facilities, equipment, and services with the goal of encouraging viable commercial ULV activities in accordance with the Commercial Space Launch Act.

-- The United States Government will encourage free market competition within the United States private sector. The United States Government will provide equitable treatment for all commercial launch operators for the sale or lease of Government equipment and facilities consistent with its economic, foreign policy, and national security interests.

-- NASA and DOD, for those unclassified and releasable capabilities for which they have responsibility, shall, to the maximum extent feasible:

--- Use best efforts to provide commercial launch firms with access, on a reimbursable basis, to national launch and launch-related facilities, equipment, tooling, and services to support commercial launch operations;

--- Develop, in consultation with the DOT, contractual arrangements covering access by commercial launch firms to national launch and launch-related property and services they request in support of their operations;

--- Provide technical advice and assistance to commercial launch firms on a reimbursable basis, consistent with the pricing guidelines herein; and

--- Conduct, in coordination with DOT, appropriate environmental analyses necessary to ensure that commercial launch operations conducted at Federal launch facilities are in compliance with the National Environmental Policy Act.

- The directive lists government ULV Pricing Guidelines. The price charged for the use of United States Government facilities, equipment, and service, will be based on the following principles:

-- Price all services (including those associated with production and launch of commercial ULVs) based on the direct costs incurred by the United States Government. Reimbursement shall be credited to the appropriation from which the cost of providing such property or service was paid.

-- The United States Government will not seek to recover ULV design and development costs or investments associated with any existing facilities or new facilities required to meet United States Government needs to which the U.S. Government retains title;

-- Tooling, equipment, and residual ULV hardware on hand at the completion of the United States Government's program will be priced on a basis that is in the best overall interest of the United States Government, taking into consideration that these sales will not constitute a subsidy to the private sector operator.

- The directive also states that commercial launch firms shall:

  -- Maintain all facilities and equipment leased from the United States Government to a level of readiness and repair specified by the United States Government;

  -- Comply with all requirements of the Commercial Space Launch Act, all regulations issued under the Act, and all terms, conditions or restrictions of any license issued or transferred by the Secretary of Transportation under the Act.

- The directive establishes the following technology transfer guidelines:

  -- The United States will work to stem the flow of advanced western space technology to unauthorized destinations. Executive departments and agencies will be fully responsible for protecting against adverse technology transfer in the conduct of their programs.

  -- Sales of United States space hardware, software, and related technologies for use in foreign space projects will be consistent with relevant international and bilateral agreements and arrangements.

- The directive states that all Sectors shall recognize the importance of appropriate investments in the facilities and human resources necessary to support United States space objectives and maintain investments that are consistent with such objectives. A task force of the Commercial Space Working Group, in cooperation with OSTP, will conduct a feasibility study of alternate methods for encouraging, without direct Federal subsidy, private sector capital funding of United States space infrastructure such as ground facilities, launcher developments, and orbital assembly and test facilities. Coordinated terms of reference for this study shall be presented to the EPC and SIG(Space).

- The directive notes that the primary forum for negotiations on nuclear and space arms is the Nuclear and Space Talks (NST) with the Soviet Union in Geneva. The instructions to the United States Delegation will be consistent with this National Space Policy directive, established legal obligations, and additional guidance by the President. The United States will continue to consult with its Allies on these negotiations and ensure that any resulting agreements enhance the security of the United States and its Allies. Any discussions on arms control relating to activities in space in fora other than NST must be consistent with, and subordinate to, the foregoing activities and objectives.

- Finally the directive states that using NSC staff approved terms of reference, an IG(Space) working group will provide recommendations on the implementation of the Space Debris Policy contained in the Policy section of this directive.

THE WHITE HOUSE

Office of the Press Secretary

For Immediate Release February 11, 1988

THE PRESIDENT'S SPACE POLICY AND COMMERCIAL SPACE INITIATIVE TO BEGIN THE NEXT CENTURY

FACT SHEET

The President today announced a comprehensive "Space Policy and Commercial Space Initiative to Begin the Next Century" intended to assure United States space leadership.

The President's program has three major components:

- Establishing a long-range goal to expand human presence and activity beyond Earth orbit into the Solar System;
- Creating opportunities for U.S. commerce in space; and
- Continuing our national commitment to a permanently manned Space Station.

The new policy and programs are contained in a National Security Decision Directive (NSDD) signed by the President on January 5, 1988, the FY 1989 Budget the President will submit shortly to Congress, and a fifteen point Commercial Space Initiative.

I. EXPANDING HUMAN PRESENCE BEYOND EARTH ORBIT

In the recent NSDD, the President committed to a goal of expanding human presence and activity in the Solar System. To lay the foundation for this goal, the President will be requesting $100 million in his FY 1989 Budget for a major new technology development program "Project Pathfinder" that will enable a broad range of manned or unmanned missions beyond the Earth's orbit.

Project Pathfinder will be organized around four major focuses:

- Exploration technology;
- Operations technology;
- Humans-in-space technology; and
- Transfer vehicle technology.

This research effort will give the United States know-how in critical areas, such as humans in the space environment, closed loop life support, aero braking, orbital transfer and maneuvering, cryogenic storage and handling, and large scale space operations, and provide a base for wise decisions on long term goals and missions.

Additional highlights of the NSDD are outlined in Section IV of this fact sheet.

II. CREATING OPPORTUNITIES FOR U.S. COMMERCE IN SPACE

The President is announcing a fifteen point commercial space initiative to seize the opportunities for a vigorous U.S. commercial presence in Earth orbit and beyond -- in research and manufacturing. This initiative has three goals:

- Promoting a strong U.S. commercial presence in space;
- Assuring a highway to space; and
- Building a solid technology and talent base.

Promoting a Strong U.S. Commercial Presence in Space

1. Private Sector Space Facility: The President is announcing an intent for the Federal Government to lease space as an "anchor tenant" in an orbiting space facility suitable for research and commercial manufacturing that is financed, constructed, and operated by the private sector. The Administration will solicit proposals from the U.S. private sector for such a facility. Space in this facility will be used and/or subleased by various Federal agencies with interest in microgravity research.

   The Administration's intent is to award a contract during mid-summer of this year for such space and related services to be available to the Government no later than the end of FY 1993.

2. Spacehab: The Administration is committing to make best efforts to launch within the Shuttle payload bay, in the early 1990s, the commercially developed, owned, and managed Shuttle middeck module: Spacehab. Manifesting requirements will depend on customer demand.

   Spacehab is a pressurized metal cylinder that fits in the Shuttle payload bay and connects to the crew compartment through the orbiter airlock. Spacehab takes up approximately one-quarter of the payload bay and increases the pressurized living and working space of an orbiter by approximately 1,000 cubic feet or 400 percent in useable research volume. The facility is intended to be ready for commercial use in mid-1991.

3. Microgravity Research Board: The President will establish, through Executive Order, a National Microgravity Research Board to assure and coordinate a broader range of opportunities for research in microgravity conditions.

   NASA will chair this board, which will include senior-level representatives from the Departments of Commerce, Transportation, Energy, and Defense, NIH, and NSF; and will consult with the university and commercial sectors. The board will have the following responsibilities:

   - To stimulate research in microgravity environments and its applications to commercial uses by advising Federal agencies, including NASA, on microgravity priorities, and consulting with private industry and academia on microgravity research opportunities;
   - To develop policy recommendations to the Federal Government on matters relating to microgravity research, including types of research, government/ industry/and academic cooperation, and access to space, including a potential launch voucher program;

- To coordinate the microgravity programs of Federal agencies by:
  - reviewing agency plans for microgravity research and recommending priorities for the use of Federally-owned or leased space on microgravity facilities; and
  - ensuring that agencies establish merit review processes for evaluating microgravity research proposals; and
- To promote transfer of federally funded microgravity research to the commercial sector in furtherance of Executive Order 12591.

NASA will continue to be responsible for making judgments on the safety of experiments and for making manifesting decisions for manned space flight systems.

4. External Tanks: The Administration is making available for five years the expended external tanks of the Shuttle fleet at no cost to all feasible U.S. commercial and nonprofit endeavors, for uses such as research, storage, or manufacturing in space.

   NASA will provide any necessary technical or other assistance to these endeavors on a direct cost basis. If private sector demand exceeds supply, NASA may auction the external tanks.

5. Privatizing Space Station: NASA, in coordination with the Office of Management and Budget, will revise its guidelines on commercialization of the U.S. Space Station to clarify and strengthen the Federal commitment to private sector investment in this program.

6. Future Privatization: NASA will seek to rely to the greatest extent feasible on private sector design, financing, construction, and operation of future Space Station requirements, including those currently under study.

7. Remote Sensing: The Administration is encouraging the development of commercial remote sensing systems. As part of this effort, the Department of Commerce, in consultation with other agencies, is examining potential opportunities for future Federal procurement of remote sensing data from the U.S. commercial sector.

Assuring a Highway to Space

8. Reliance on Private Launch Services: Federal agencies will procure existing and future required expendable launch services directly from the private sector to the fullest extent feasible.

9. Insurance Relief for Launch Providers: The Administration will take administrative steps to address the insurance concerns of the U.S. commercial launch industry, which currently uses Federal launch ranges. These steps include:

   - Limits on Third Party Liability: Consistent with the Administration's tort policy, the Administration will propose to Congress a $200,000 cap on noneconomic damage awards to individual third parties resulting from commercial launch accidents;

- Limits on Property Damage Liability: The liability of commercial launch operators for damage to Government property resulting from a commercial launch accidentwill be administratively limited to the level of insurance required by the Department of Transportation.

  If losses to the Government exceed this level, the Government will waive its right to recover for damages. If losses are less than this level, the Government will waive its right to recover for those damages caused by Government willful misconduct or reckless disregard.

10. Private Launch Ranges: The Administration will consult with the private sector on the potential construction of commercial launch range facilities separate from Federal facilities and the use of such facilities by the Federal Government.

11. Vouchers for Research Payloads: NASA and the Department of Transportation will explore providing to research payload owners manifested on the Shuttle a one time launch voucher that can be used to purchase an alternative U.S. commercial launch service.

Building a Solid Technology and Talent Base

12. Space Technology Spin-Offs: The President is directing that the new Pathfinder program, the Civil Space Technology Initiative, and other technology programs be conducted in accordance with the following policies:

    - Federally funded contractors, universities, and Federal laboratories will retain the rights to any patents and technical data, including copyrights, that result from these programs. The Federal Government will have the authority to use this intellectual property royalty free;

    - Proposed technologies and patents available for licensing will be housed in a Pathfinder/CSTI library within NASA; and

    - When contracting for commercial development of Pathfinder, CSTI and other technology work products, NASA will specify its requirements in a manner that provides contractors with maximum flexibility to pursue innovative and creative approaches.

13. Federal Expertise on Loan to American Schools: The President is encouraging Federal scientists, engineers, and technicians in aerospace and space related careers to take a sabbatical year to teach in any level of education in the United States.

14. Education Opportunities: The President is requesting in his FY 1989 Budget expanding five-fold opportunities for U.S. teachers to visit NASA field centers and related aerospace and university facilities.

    In addition, NASA, NSF, and DoD will contribute materials and classroom experiments through the Department of Education to U.S. schools developing "tech shop" programs. NASA will encourage corporate participation in this program.

15. Protecting U.S. Critical Technologies: The Administration is requesting that Congress extend to NASA the authority it has given the Department of Defense to protect from wholesale release under the Freedom of Information Act those critical national technologies and systems that are prohibited from export.

III. CONTINUING THE NATIONAL COMMITMENT TO THE SPACE STATION

In 1984, the President directed NASA to develop a permanently manned Space Station. The President remains committed to achieving this end and is requesting $1 billion in his FY 1989 Budget for continued development and a three year appropriation commitment from Congress for $6.1 billion. The Space Station, planned for development in cooperation with U.S. friends and allies, is intended to be a multi-purpose facility for the Nation's science and applications programs. It will permit such things in space as: research, observation of the solar system, assembly of vehicles or facilities, storage, servicing of satellites, and basing for future space missions and commercial and entrepreneurial endeavors in space.

To help ensure a Space Station that is cost effective, the President is proposing as part of his Commercial Space Initiative actions to encourage private sector investment in the Space Station, including directing NASA to rely to the greatest extent feasible on private sector design, financing, construction, and operation of future Space Station requirements.

IV. ADDITIONAL HIGHLIGHTS OF THE JANUARY 5, 1988 NSDD

- U.S. Space Leadership: Leadership is reiterated as a fundamental national objective in areas of space activity critical to achieving U.S. national security, scientific, economic and foreign policy goals.
- Defining Federal Roles and Responsibilities: Government activities are specified in three separate and distinct sectors: civil, national security, and nongovernmental. Agency roles and responsibilities are codified and specific goals are established for the civil space sector; those for other sectors are updated.
- Encouraging a Commercial Sector: A separate, nongovernmental or commercial space sector is recognized and encouraged by the policy that Federal Government actions shall not preclude or deter the continuing development of this sector. New guidelines are established to limit unnecessary Government competition with the private sector and ensure that Federal agencies are reliable customers for commercial space goods and services.
- The President's launch policy prohibiting NASA from maintaining an expendable launch vehicle adjunct to the Shuttle, as well as limiting commercial and foreign payloads on the Shuttle to those that are Shuttle-unique or serve national security or foreign policy purposes, is reaffirmed. In addition, policies endorsing the purchase of commercial launch services by Federal agencies are further strengthened.
- National Security Space Sector: An assured capability for national security missions is clearly enunciated, and the survivability and endurance of critical national security space functions is stressed.
- Assuring Access to Space: Assured access to space is recognized as a key element of national space policy. U.S. space transportation systems that provide sufficient resiliency to allow continued operation, despite failures in any single system, are emphasized. The mix of space transportation vehicles will be defined to support mission needs in the most cost effective manner.
- Remote Sensing: Policies for Federal "remote sensing" or observation of the Earth are established to encourage the development of U.S. commercial systems competitive with or superior to foreign-operated civil or commercial systems.

NATIONAL SPACE COUNCIL

The 1958 NASA Act created a National Aeronautics and Space Council to coordinate activities among the various Federal agencies involved in space activities. The Council was abolished in 1973 by President Nixon.

In 1988, Congress decided to recreate the Council, without the aeronautics component, and included such language in Title V of the FY89 National Aeronautics and Space Administration Authorization Act (P.L. 100-685). The following two documents relate to the establishment of the new Council: (1) a report to Congress, dated March 1, 1989, describing the functions and members of the Council (submitted in accordance with P.L. 100-685); and an April 20, 1989 Executive Order, with accompanying comments by the President and Vice President.

COMPOSITION AND FUNCTIONS OF THE NATIONAL SPACE COUNCIL—MESSAGE FROM THE PRESIDENT RECEIVED DURING RECESS—PM 24

Under the authority of the order of the Senate of January 3, 1989, the Secretary of the Senate, on March 1, 1989, during the recess of the Senate, received the following message from the President of the United States, which was referred to the Committee on Commerce, Science, and Transportation:

To the Congress of the United States:

I hereby transmit my report outlining the composition and functions of the National Space Council to be established by Executive order.

1. *Composition.* The National Space Council will be composed of the following members:

1. The Vice President
2. Secretary of State
3. Secretary of Defense
4. Secretary of Commerce
5. Secretary of Transportation
6. Director of the Office of Management and Budget
7. Chief of Staff to the President
8. Assistant to the President for National Security Affairs
9. Director of Central Intelligence
10. Administrator of the National Aeronautics and Space Administration

The Chairman of the Joint Chiefs of Staff, Assistant to the President for Science and Technology, heads of other Executive Departments and agencies, and other senior officials in the Executive Office of the President shall participate in meetings of the Council as appropriate.

The Council will be chaired by the Vice President. The Council will meet subject to the call of the Vice President.

The Vice President may authorize the Executive Secretary of the Council to establish such Council Working Groups, composed of senior designees of the above members and chaired by the Executive Secretary, or another official, as may be appropriate.

2. *Functions*. The National Space Council will oversee the implementation of the objectives of the President's national space policy and be the principal forum for coordination of U.S. national space policy and related issues. The Space Council will also review and recommend modifications of national space policy to the President where deemed necessary or appropriate. The Council will address major space and space-related policy issued in the two governmental sectors (civil and national security), as well as those policy issues involving the third, nongovernmental sector (commercial) that are affected by Government actions.

The Council will provide a means to foster close coordination, cooperation, and technology and information exchange among the sectors to avoid unnecessary duplication and to advance our national security, scientific, technological, economic, and foreign policy interests through the exploration and use of space.

GEORGE BUSH.

THE WHITE HOUSE, *March 1, 1989.*

THE WHITE HOUSE

Office of the Press Secretary

For Immediate Release April 20, 1989

REMARKS BY THE PRESIDENT AND VICE PRESIDENT DURING SIGNING CEREMONY FOR THE SPACE COUNCIL EXECUTIVE ORDER

The Vice President's Office
The Old Executive Office Building

1:08 P.M. EDT

THE PRESIDENT: Well, to the members of Congress here and members of the Joint Chiefs, distinguished guests, thank you. It's a great pleasure to be here on an occasion of this nature. And I want to thank all of you for being here. You're helping to fulfill a promise that I made 18 months ago in Huntsville, Alabama -- at the George C. Marshall Space Flight Center.

I pledged then and I'm proud now to reestablish the National Space Council. I've asked Vice President Quayle to serve as chairman. Under his able leadership, I'm confident that the Space Council will bring coherence and continuity and commitment to our efforts to explore, study and develop space. I look to the Council to coordinate our civil, military and commercial efforts. We must establish a permanent manned presence in space by building the space station, Freedom. We must encourage private initiatives in investment, and we must ensure our national security through effective defense activities in space.

You know, when people talk about space exploration, what it represents to us, in this country -- some say that it captures the American imagination. But it's much more than that. Our efforts in space unleash the imagination.

And 20 years ago, an entire generation of Americans was inspired by the space program. We must continue on the path we've blazed in earlier decades with a renewed dedication.

Space is vitally important to our nation's future and, I would add, to the quality of life here on Earth. And it offers a technological frontier, creating jobs for tomorrow. And space programs inspire an interest in math and science, engineering in young people -- knowledge so important for a competitive future. Space offers us the chance to unlock secrets billions of years old and billions of light years away. Space is the manifest destination of a new generation and a new century.

Mr. Vice President, I plan to sign this Executive Order with one objective in mind -- to keep America first in space, and it's only a matter of time before the world salutes the first men and women on their way outward into the solar system. All of us want them to be Americans.

And now I'd like to ask the Vice President to say a few words, and then I'll be honored to sign this declaration.

THE VICE PRESIDENT: Thank you very much, Mr. President, and welcome back to your former office. It's about 100 days ago, a little less, that you were here to witness the official signing of the desk, of the Vice President's desk, and we welcome you back today as you establish the Space Council.

I certainly look forward to getting involved with the

Space Council, working with the members of Congress to develop a coherent space policy and space strategy for this country.

Space is certainly the frontier -- it is a frontier that we understand and we're going to be there. Space is important to us from an economic point of view, from a national security point of view, and certainly from a point of view of technology.

So, Mr. President, we take your charge with a great deal of seriousness. We will be working with all deliberation and cooperation with members of Congress and the space community, that we will work and present a very good space policy and strategy for the future of this nation.

Thank you very much.

(The Executive Order is signed.)

END 1:12 P.M. EDT

THE WHITE HOUSE

Office of the Press Secretary

For Immediate Release April 20, 1989

EXECUTIVE ORDER

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ESTABLISHING THE NATIONAL SPACE COUNCIL

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to provide a coordinated process for developing a national space policy and strategy and for monitoring its implementation, it is hereby ordered as follows:

Section 1. Establishment and Composition of the National Space Council.

(a) There is established the National Space Council ("the Council").

(b) The Council shall be composed of the following members:

(1) The Vice President, who shall be Chairman of the Council;

(2) The Secretary of State;

(3) The Secretary of the Treasury;

(4) The Secretary of Defense;

(5) The Secretary of Commerce;

(6) The Secretary of Transportation;

(7) The Director of the Office of Management and Budget;

(8) The Chief of Staff to the President;

(9) The Assistant to the President for National Security Affairs;

(10) The Assistant to the President for Science and Technology;

(11) The Director of Central Intelligence; and

(12) The Administrator of the National Aeronautics and Space Administration.

(c) The Chairman shall, from time to time, invite the following to participate in meetings of the Council:

(1) The Chairman of the Joint Chiefs of Staff; and

(2) The heads of other executive departments and agencies and other senior officials in the Executive Office of the President.

Sec. 2. Functions of the Council. (a) The Council shall advise and assist the President on national space policy and strategy, and perform such other duties as the President may from time to time prescribe.

(b) In addition, the Council is directed to:

(1) review United States Government space policy, including long-range goals, and develop a strategy for national space activities;

(2) develop recommendations for the President on space policy and space-related issues;

(3) monitor and coordinate implementation of the objectives of the President's national space policy by executive departments and agencies; and

(4) foster close coordination, cooperation, and technology and information exchange among the civil, national security, and commercial space sectors, and facilitate resolution of differences concerning major space and space-related policy issues.

(c) The creation and operation of the Council shall not interfere with existing lines of authority and responsibilities in the departments and agencies.

Sec. 3. Responsibilities of the Chairman. (a) The Chairman shall serve as the President's principal advisor on national space policy and strategy.

(b) The Chairman shall, in consultation with the members of the Council, establish procedures for the Council and establish the agenda for Council activities.

(c) The Chairman shall report to the President on the activities and recommendations of the Council. The Chairman shall advise the Council as appropriate regarding the President's directions with respect to the Council's activities and national space policy generally.

(d) The Chairman shall authorize the establishment of such committees of the Council, including an executive committee, and of such working groups, composed of senior designees of the Council members and of other officials invited to participate in Council meetings, as he deems necessary or appropriate for the efficient conduct of Council functions.

Sec. 4. National Space Policy Planning Process. (a) The Council will establish a process for developing and monitoring the implementation of national space policy and strategy.

(b) To implement this process, each agency represented on the Council shall provide such information regarding its current and planned space activities as the Chairman shall request.

(c) The head of each executive department and agency shall ensure that its space-related activities conform to national space policy and strategy.

Sec. 5. Establishment of Vice President's Space Policy Advisory Board. (a) The Vice President shall establish, in accordance with the provisions of the Federal Advisory Committee Act, as amended (5 U.S.C. App. 2), governing Presidential advisory committees, an advisory committee of private citizens to advise the Vice President on the space policy of the United States ("the Board").

(b) The Board shall be composed and function as follows:

(1) The Board shall be composed of members appointed by the Vice President.

(2) The Vice President shall designate a Chairman from among the members of the Board. The Executive Secretary of the National Space Council shall serve as the Secretary to the Board.

(3) Members of the Board shall serve without any compensation for their work on the Board. However, they shall be entitled to travel expenses, including per diem in lieu of subsistence, as authorized by law, for persons serving intermittently in the Government service (5 U.S.C. 5701-5707), to the extent funds are available for that purpose.

(4) Necessary expenses of the Board shall be paid from funds available for the expenses of the National Space Council.

(5) Notwithstanding the provisions of any other Executive order, the responsibilities of the President under the Federal Advisory Committee Act, as amended, except that of reporting annually to the Congress, which are applicable to the Board established by this order, shall be performed on a reimbursable basis by the Director of the Office of Administration in the Executive Office of the President, in accordance with the guidelines and procedures established by the Administrator of General Services.

Sec. 6. Microgravity Research Board. Section 1(c) of Executive Order No. 12660 is amended by deleting "Economic Policy Council" and inserting in lieu thereof "National Space Council."

Sec. 7. Administrative Provisions. (a) The Office of Administration in the Executive Office of the President shall provide the Council with such administrative support on a reimbursable basis as may be necessary for the performance of the functions of the Council.

(b) The President shall appoint an Executive Secretary who shall appoint such staff as may be necessary to assist in the performance of the Council's functions.

(c) All Federal departments, agencies, and interagency councils and committees having an impact on space policy shall extend, as appropriate, such cooperation and assistance to the Council as is necessary to carry out its responsibilities under this order.

(d) The head of each agency serving on the Council or represented on any working group or committee of the Council shall provide such administrative support as may be necessary, in accordance with law and subject to the availability of appropriations, to enable the agency head or its representative to carry out his responsibilities.

Sec. 8. Report. The Council shall submit an annual report setting forth its assessment of and recommendations for the space policy and strategy of the United States Government.

GEORGE BUSH

THE WHITE HOUSE,

April 20, 1989.

SECTION 7

CITATIONS TO LEGISLATION AFFECTING NASA

Citations to Selected Legislation Affecting NASA

(1) *Procurement*

The procurement provisions of chapter 137, title 10, United States Code (formerly the Armed Services Procurement Act), were made applicable to NASA by section 301(b) of the National Aeronautics and Space Act of 1958, *supra*.

Public Law 85-804, August 28, 1958 (72 Stat. 972), codified at 50 U.S.C. 1431-1435, authorizes various contractual actions and is made applicable to NASA Executive Order 10789, 23 Federal Register 8897 (1958), as amended by Executive Order 11051, 27 Federal Register 9683 (1962); Executive Order 11382, 32 Federal Register 16247 (1967), Executive Order 11610, 36 Federal Register 13755 (1971); and Executive Order 12148, 44 Federal Register 43239 (1979). Further amended by P.L. 98-369, Division B, Title VII, Secs. 2721, 2722, 2753, 98 Stat. 494, 1175, July 18, 1984 and P.L. 100-679, 102 Stat. 4055, November 17, 1988.

(2) *Executive salaries*

Section 303 of the Federal Executive Salary Act of 1964, Public Law 88-426, title III, 78 Stat. 416, August 14, 1964, provided that the Administrator and Deputy Administrator and seven other designated offices and positions in NASA shall be compensated under the Federal Executive Salary Schedule.

(3) *Employment and compensation of retired military officers*

Dual Compensation Act, Public Law 88-448, August 19, 1964, as revised and codified by Public Law 89-554, (80 Stat. 482) September 6, 1966 (5 U.S.C. 3326, 3501, 3502, 5531-5533, 6303).

(4) *Employment of specially qualified scientific and professional personnel*

Government Organization and Employees, title 5, United States Code amendment, Public Law 90-83, 81 Stat. 195, September 11, 1967, provides that the 12 slots that were assigned to NASA on loan from the Department of Defense under Public Law 86-377 (73 Stat. 700) have been assigned to NASA; an annual report on these slots must be filed under the authority of the NASA Administrator. (81 Stat. 196, 5 U.S.C. 3104).

(5) *Housing for employees*

Section 809 of the National Housing Act, relating to mortgage insurance on owner-occupied property, was made applicable to NASA by Public Law 86-578, (74 Stat. 314) July 5, 1960, which added a new subsection (g) to section 809.

Section 810 of the National Housing Act, relating to mortgage insurance on multifamily rental housing projects, was made applicable to NASA by Public Law 88-127, (77 Stat. 163) September 23, 1963.

After September 30, 1978, no more mortgages may be insured under section 809 and seciton 810, except pursuant to a commitment to insure before such date. Public Law 95-128, (91 Stat. 1131) October 12, 1977.

(6) *Grants and Cooperative Agreements*

(a) Agencies were specifically authorized by Public Law 85-934 (72 Stat. 1793) September 6, 1958, 42 U.S.C. 1891-1892) to enter into grants for the support of basic scientific research. This Act has been repealed, effective February 3, 1979, by the "Federal Grant and Cooperative Agreement Act of 1977."

(b) Federal Grant and Cooperative Agreement Act of 1977 (Public Law 95-224, 92 Stat. 3, February 3, 1978.)

(7) *Establishment of the National Air and Space Museum (20 U.S.C. 77 et. seq.)*

(8) *Coordination of government agencies in the resolution of policy differences in matters of arms control and disarmament. P.L. 87-297, 75 Stat. 635, September 26, 1961, (22 U.S.C. 2575)*

(9) *Access and exchange of restricted data among employees of specified agencies P.L. 87-297, 75 Stat. 637, September 26, 1961 (22 U.S.C. 2585 (c))*

(10) *United States as defendant (28 U.S.C. 1346)*

(11) *Jurisdiction of the Court of Claims (28 U.S.C. 1491)*

(12) *Appropriations for payment of judgments and claims against the United States (31 U.S.C. 1304 and 39 U.S.C. 409e; formerly 31 U.S.C. 724a)*

As amended by the "Supplemental Appropriations Act, 1977", Public Law 95-26 (91 Stat. 96), the "Supplemental Appropriations Act, 1978" Public Law 95-240 (92 Stat. 107) and the "Contract Disputes Act of 1978", Public Law 95-563, section 14 (c), (92 Stat. 2390) November 1, 1978.

(13) *Congressional Space Medal of Honor (42 U.S.C. 2461).*

There is authorized to be appropriated from time to time such sums of money as may be necessary to carry out the purposes of this section (P.L. 91-76, secs. 1, 2, (83 Stat. 124) Sept. 29, 1969).

(14) *Relationship of NASA to Federal Aviation Administrator (49 U.S.C. 1349).*

In case of a disagreement between the Administrator and the Department of Defense or the National Aeronautics and Space Administration the matter may be appealed to the President for final determination. (P.L. 85-726, title III, sec. 308, (72 Stat. 750) Aug. 23, 1958.)

(15) *Report requirements concerning former NASA employees and NASA employees previously employed by aerospace contractors (42 U.S.C. 2462).*

(16) *Implantation of the United States flag on the moon or planets (P.L. 91-119, Section 8, (83 Stat. 202) November 18, 1969).*

(17) *Audit of Nonappropriated Fund Activities (P.L. 93-604, 88 Stat. 1959, Jan. 2, 1975).*

(18) *Authority to Contract for Tracking and Data Relay Satellite Services (P.L. 95-76, 91 Stat. 316, July 30, 1977).*

(19) *Solar Heating and Cooling Demonstration Act of 1974 (P.L. 93-409, 88 Stat. 1069, Sept. 3, 1974).*

(20) *Geothermal Energy Research, Development, and Demonstration Act of 1974 (P.L. 93-410, 88 Stat. 1079, Sept. 3, 1974; as amended by the Department of Energy Act of 1978--Civilian Applications (P.L. 95-238, 92 Stat. 47, Feb. 25, 1978).*

(21) *Solar Energy Research, Development, and Demonstration Act of 1974 (P.L. 93-473, 88 Stat. 1431, Oct. 26, 1974).*

(22) *Canaveral National Seashore, Fla. (P.L. 93-626, 88 Stat. 2121, Jan. 3, 1978).*

(23) *Conservation Programs on Public Lands (P.L. 93-452, 88 Stat. 1369, Oct. 18, 1974).*

(24) *Authority to detail personnel and loan equipment to the Department of the Interior (P.L. 93-280, 88 Stat. 123-124, May 10, 1974).*

(25) *Earthquake Hazards Reduction Act of 1977 (P.L. 95-124, 91 Stat. 1098, October 7, 1977, as amended by P.L. 96-472, 94 Stat. 2257, October 19, 1980 and P.L. 97-80, 95 Stat. 1081, November 20, 1981).*

(26) *Provisions of the Clean Air Act Amendments of 1977 (P.L. 95-95, 91 Stat. 658, August 7, 1977, 42 U.S.C. 7401, et. seq.).*

(27) *Provisions of the Noise Control Act (P.L. 92-574, 86 Stat. 1234, 42 U.S.C. 4901, et. seq.).*

(28) *Electric and Hybrid Vehicle Research, Development, and Demonstration Act of 1976 (P.L. 94-413, 90 Stat. 1260, September 17, 1976); as amended by the Department of Energy Act of 1978--Civilian Applications (P.L. 95-238, 92 Stat. 47, February 25, 1978).*

(29) *National Climate Program Act (P.L. 95-367, 92 Stat. 601, Sept. 17, 1978).*

(30) *National Science Foundation Authorization Act of Fiscal Year 1979 (P.L. 95-434, Sec. 8, (92 Stat. 1049) October 10, 1978).*

(31) *Inspector General Act of 1978 (P.L. 95-452, Secs. 9, 10, (92 Stat. 1101) October 12, 1978).*

(32) *Stevenson-Wydler Technology Innovation Act of 1980, (P.L. 96-480, 94 Stat. 2311, October 21, 1980, 15 U.S.C. 3701).*

(33) *NASA Industrial Applications Centers, 15 U.S.C. 631 et al.*

(34) *Aviation Safety Research Act of 1988 (P.L. 100-591, Secs. 5, 8, (102 Stat. 3011) November 3, 1988).*

(35) *Articles returned from space not to be construed as importation (P.L. 98-573, Title II, Sec. 209, (98 Stat. 2948, 2976) October 30, 1984, amending Part III of Title IV (19 U.S.C. 1481 et seq.) with Sec. 484 a).*

Citations to NASA Authorization and Appropriation Acts

Fiscal Year 1959:
- Authorization acts:
  - Public Law 85-568 [sec. 307] (72 Stat. 426, 438), July 29, 1958.
  - Public Law 85-617 (72 Stat. 546), August 8, 1958.
  - Public Law 85-657 (72 Stat. 613), August 14, 1958.
  - Public Law 86-12 (73 Stat. 16), April 22, 1959.
- Appropriation acts:
  - Public Law 85-766 (72 Stat. 864, 873), August 27, 1958. (Supplemental Appropriations Act.)
  - Public Law 85-844 (72 Stat. 1063, 1071), August 28, 1958.
  - Public Law 86-30 (73 Stat. 33, 56), May 20, 1959. (Supplemental Appropriations Act.)

Fiscal year 1960:
- Authorization act: Public Law 86-45 (73 Stat. 73), June 15, 1959.
- Appropriation acts:
  - Public Law 86-213 (73 Stat. 437, 438), September 1, 1959. (Supplemental Appropriations Act.)
  - Public Law 86-425 (74 Stat. 52, 53), April 14, 1960. (Additional Supplemental Appropriations Act.)

Fiscal year 1961:
- Authorization act: Public Law 86-481 (74 Stat. 151), June 1, 1960.
- Appropriation acts:
  - Public Law 86-626 (74 Stat. 425, 436), July 12, 1960.
  - Public Law 87-14 (75 Stat. 20, 25), March 31, 1961. (Supplemental Appropriations Act.)

Fiscal year 1962:
- Authorization act: Public Law 87-98 (75 Stat. 216), July 21, 1961.
- Appropriation acts:
  - Public Law 87-141 (75 Stat. 342, 355), August 17, 1961.
  - Public Law 87-332 (75 Stat. 733, 742), September 30, 1961. (Supplemental Appropriations Act.)
  - Public Law 87-545 (76 Stat. 209, 212), July 25, 1962. (Supplemental Appropriations Act.)

Fiscal year 1963:
- Authorization act: Public Law 87-584 (76 Stat. 382), August 14, 1962.
- Appropriation act: Public Law 87-741 (76 Stat. 716, 730), October 3, 1962.

Fiscal year 1964:
  - Authorization act: Public Law 88-113 (77 Stat. 141), September 6, 1963.
  - Appropriation acts:
    - Public Law 88-215 (77 Stat. 425, 439), December 19, 1963.
    - Public Law 88-507 (78 Stat. 640, 657), August 30, 1964.

Fiscal year 1965:
  - Authorization act: Public Law 88-369 (78 Stat. 310), July 11, 1964.
  - Appropriation act: Public Law 88-507 (78 Stat. 640, 657), August 30, 1964.

Fiscal year 1966:
  - Authorization act: Public Law 89-53 (79 Stat. 192), June 28, 1965.
  - Appropriation act: Public Law 89-128 (79 Stat. 520, 533), August 16, 1965.

Fiscal year 1967:
  - Authorization act: Public Law 89-528 (80 Stat. 336), August 5, 1966.
  - Appropriation act: Public Law 89-555 (80 Stat. 663, 675), September 6, 1966.

Fiscal year 1968:
  - Authorization act: Public Law 90-67 (81 Stat. 168), August 21, 1967.
  - Appropriation act: Public Law 90-131 (81 Stat. 384), November 8, 1967.

Fiscal year 1969:
  - Authorization act: Public Law 90-373 (82 Stat. 280), July 3, 1968.
  - Appropriation act: Public Law 90-550 (82 Stat. 937, 945), October 4, 1968.

Fiscal year 1970:
  - Authorization act: Public Law 91-119 (83 Stat. 196), November 18, 1969.
  - Appropriation act: Public Law 91-126 (83 Stat. 221, 229), November 26, 1969.

Fiscal year 1971:
  - Authorization act: Public Law 91-303 (84 Stat. 368), July 2, 1970.
  - Appropriation act: Public Law 91-556 (84 Stat. 1442, 1449), December 17, 1970.

Fiscal year 1972:
  - Authorization act: Public Law 92-68 (85 Stat. 174), August 6, 1971.
  - Appropriation act: Public Law 92-78 (85 Stat. 271, 277), August 10, 1971.

Fiscal year 1973:
  - Authorization act: Public Law 92-304 (86 Stat. 157), May 19, 1972.
  - Appropriation act: Public Law 92-383 (86 Stat. 540, 544), August 14, 1972.

Fiscal year 1974:
- Authorization act: Public Law 93-74 (87 Stat. 171), July 23, 1973.
- Appropriation act: Public Law 93-137 (87 Stat. 491, 494), October 26, 1973.

Fiscal year 1975:
- Authorization act: Public Law 93-316 (88 Stat. 240), June 22, 1974.
- Appropriation acts:
  - Public Law 93-322 (88 Stat. 276), June 30, 1974.
  - Public Law 93-414 (88 Stat. 1095, 1100), September 6, 1974.

Fiscal year 1976 and Transition Period:
- Authorization act: Public Law 94-39 (89 Stat. 218), June 19, 1975.
- Appropriation act: Public Law 94-116 (89 Stat. 581, 591), October 17, 1975.

Fiscal year 1977:
- Authorization act: Public Law 94-307 (90 Stat. 677), June 4, 1976.
- Appropriation acts:
  - Public Law 94-378 (90 Stat. 1095, 1101), August 9, 1976.
  - Public Law 95-26 (91 Stat. 61, 109) May 4, 1977. (Supplemental Appropriations Act.)
  - Public Law 95-29 (91 Stat. 122), May 13, 1977. (Economic Stimulus Appropriations Act.)

Fiscal year 1978:
- Authorization act: Public Law 95-76 (91 Stat. 312), July 30, 1977.
- Appropriation act: Public Law 95-119 (91 Stat. 1073, 1080), October 24, 1977.

Fiscal year 1979:
- Authorization act: Public Law 95-401 (92 Stat. 857), September 30, 1978.
- Appropriation act: Public Law 95-392 (92 Stat. 791, 798), September 30, 1978.

Fiscal year 1980:
- Authorization act: Public Law 96-48 (93 Stat. 345), August 8, 1979.
- Appropriation act: Public Law 96-103 (93 Stat. 771, 778), November 5, 1979.

Fiscal year 1981:
- Authorization act: Public Law 96-316 (94 Stat. 960), July 30, 1980.
- Appropriation acts:
  - Public Law 96-526 (94 Stat. 3044, 3054), December 15, 1980.
  - Public Law 97-12 (95 Stat. 14, 40), June 5, 1981. (Supplemental Appropriations and Rescission Act.)

Fiscal year 1982:
- Authorization act: Public Law 97-96 (95 Stat. 1207), December 21, 1981.
- Appropriation acts:
  - Public Law 97-101 (95 Stat. 1417, 1426), December 23, 1981.

Public Law 97-216 (96 Stat. 180, 185), July 19, 1982. (Urgent Supplemental Appropriations Act.)

Fiscal year 1983:
  Authorization act: Public Law 97-324 (96 Stat. 1597), October 15, 1982.
  Appropriation act: Public Law 97-272 (96 Stat. 1160, 1169), September 30, 1982.

Fiscal year 1984:
  Authorization act: Public Law 98-52 (97 Stat. 281), July 15, 1983.
  Appropriation acts:
    Public Law 98-45 (97 Stat., 219, 228), July 12, 1983.
    Public Law 98-396 (98 Stat. 1369, 1419), August 22, 1984. (Supplemental Appropriations Act.)

Fiscal year 1985:
  Authorization act: Public Law 98-361 (98 Stat. 422), July 16, 1984.
    TITLE I - Authorizations of Appropriations
    TITLE II - National Commission on Space
  Appropriation acts:
    Public Law 98-371 (98 Stat. 1213, 1225), July 18, 1984.
    Public Law 99-88 (99 Stat. 293, 334, 373), August 15, 1985. (Supplemental Appropriations Act.)

Fiscal year 1986:
  Authorization act: Public Law 99-170 (99 Stat. 1012), December 5, 1985.
    TITLE I - NASA Authorization
    TITLE II - Shuttle Pricing Policy for Commercial and Foreign Users
    TITLE III - Office of Commercial Space Transportation
  Appropriation acts:
    Public Law 99-160 (99 Stat. 909, 920, 932), November 25, 1985.
    Public Law 99-349 (100 Stat. 710, 729), July 2, 1986. (Urgent Supplemental Appropriations Act.)

Fiscal year 1987:
  Authorization act: vetoed
  Appropriation act: Public Law 100-71 (101 Stat. 391, 449), July 11, 1987. (Supplementary Appropriations Act.)

Fiscal year 1988:
  Authorization act: Public Law 100-147 (101 Stat. 860), October 30, 1987.
    TITLE I - Authorization of Appropriations for the National Aeronautics and Space Administration
      Donations for Space Shuttle Orbiter
      Contracts Regarding Expendable Launch Vehicles
    TITLE II - National Space Grant College and Fellowship Program
    TITLE III - Amendments to the Land Remote-Sensing Commercialization Act of 1984
      Disposition of Government Assets
      Research and Development Activities of System Operators
      Nonreproduction

- Appropriation act: Public Law 100-202 (101 Stat. 1329-202), December 22, 1987. (Continuing Appropriations Act.)

Fiscal year 1989:

- Authorization act: Public Law 100-685 (102 Stat. 4083), November 17, 1988.
  - TITLE I - National Aeronautics and Space Capital Development Program
    - Findings
    - Report on the Long-Range Space Capital Development Program Plan
    - Budget Increase
    - Budget Request
  - TITLE II - Fiscal Year 1989 NASA and Multiyear Space Station Authorization
    - Authorization
    - Special Reprogramming Authority for Construction of Facilities
    - Limitations on Authority
    - Geographical Distribution of Research Funds
    - Arrest Authority
    - Studies on Microgravity Research Capability
    - Buy American
    - John C. Stennis Space Center
    - Outer Solar System Exploration
    - Commercial Space Launch Act Authorization
    - National Aeronautics and Space Act of 1958 Amendment
    - Drug-Free Workplace
    - Ohio center for Aerospace
    - Space Settlements
    - Peaceful Use of Space Station
  - TITLE III - Ten Year Strategic Plan
    - Space Research and Technology Strategic Plan
    - Space Exploration Strategic Plan
    - Space Transportation Strategic Plan
    - Aeronautical Research and Technology Development and Validation Long-Range Plan
  - TITLE IV - Authorization of Appropriations for the National Oceanic and Atmospheric Administration
  - TITLE V - National Space Council
  - TITLE VI - Air Traffic Controller Performance Research Study on Increased Automation
    - Agreement with Administrator of NASA
- Appropriation act: Public Law 100-404 (102 Stat. 1014, 1026), August 19, 1988.

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